

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): May 18, 2021

InfuSystem Holdings, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-35020
(Commission File Number)

20-3341405
(I.R.S. Employer Identification No.)

3851 West Hamlin Road
Rochester Hills, Michigan 48309
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (248) 291-1210

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities Registered Pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on which Registered
Common Stock, par value \$0.0001 per share	INFU	NYSE American LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

Form of Award Agreements

On May 18, 2021, upon recommendation of the Compensation Committee, the Board of Directors (the "Board") of InfuSystem Holdings, Inc. (the "Company") approved the following forms of award agreements for the issuance of awards to the Company's officers and key employees, including the Company's named executive officers, and non-employee directors under the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan (the "2021 Plan"): (i) form of nonqualified stock option agreement for non-employee directors; (ii) form of nonqualified stock option agreement for employees; (iii) time-based restricted stock unit ("RSU") agreement; and (iv) performance-based restricted stock unit ("PSU") agreement.

The nonqualified stock option agreements for both non-employee directors and employees grant the recipient the right to purchase a specified number of the Company's shares at a future date at a specified exercise price. The option agreements provide for time-based vesting over a specified vesting schedule subject to the recipient's continued service. If the recipient's service is terminated for any reason other than death or for cause (or, in the case of a non-employee director, removal for cause), the recipient may exercise the vested portion of the option, but only within such period of time ending on the earlier of (i) the date three months following termination of service or (ii) the expiration date of the option. If the recipient's service is terminated due to death, the vested portion of the option will remain exercisable, but only within such period of time ending on the earlier of (x) the date one year following the recipient's death or (y) the expiration date of the option. If the recipient's service is terminated for cause (or, in the case of a non-employee director, removal for cause), the option (whether vested or unvested) will immediately terminate and cease to be exercisable. In the event of a change in control of the Company, the option will become immediately vested and exercisable with respect to 100% of the shares subject to the option.

The RSU and PSU agreements grant the recipient an award of hypothetical common stock units having a value equal to the fair market value of an identical number of shares of our common stock, the vesting of which are subject to (i) in the case of time-based RSUs, continued service through specified periods of time and (ii) in the case of PSUs, continued service through specified periods of time and the attainment of specified performance goals set forth in the applicable agreement. If the recipient's service terminates for any reason, any unvested RSUs or PSUs subject to the award will be automatically forfeited. In the event of a change in control of the Company, all unvested RSUs or PSUs subject to the award will vest as of the date of the change in control.

Performance goals and performance periods under the PSU agreements will be established by the Compensation Committee and examples of performance goals include, but are not limited to, goals relating to: (i) net earnings or net income; (ii) earnings per share (basic or diluted); (iii) net revenues or net revenue growth; (iv) gross revenue; (v) gross profit or gross profit growth; (vi) net operating profit; (vii) return on assets, capital, invested capital, equity or sales; (viii) cash flow (including, but not limited to, operating cash flow, free cash flow, and cash flow return on capital); (ix) earnings before interest, income taxes, depreciation and/or amortization ("EBITDA") or adjusted EBITDA; (x) EBITDA, gross or operating margins (or other margins); (xi) budget and expense management; (xii) economic value added or other value added measurements; (m) share price (including, but not limited to, growth measures and total shareholder return); (xiii) expense targets; (xiv) operating efficiency; (xv) working capital targets; or (xvi) completion of acquisitions or business expansion or other operational items, such as the entry into commercial arrangements with specified customers. Such performance goals may relate to the performance of the Company as a whole, a business unit, division, department, individual or any combination of these and may be applied on an absolute basis and/or relative to one or more peer group companies or indices, or any combination thereof, as the Compensation Committee may determine.

Awards issued under the foregoing award agreements will also be subject to the terms and conditions of the 2021 Plan and, if applicable, the recipient's employment agreement with the Company. The above summary of the forms of award agreements is qualified in its entirety by reference to the forms of award agreements, copies of which are attached to this Current Report on Form 8-K as Exhibits 10.1, 10.2, 10.3 and 10.4 and are incorporated herein by reference.

2021 Equity Awards

On May 18, 2021, the Board, upon recommendation of the Compensation Committee, granted the awards below to the Company's principal executive officer, principal financial officer and other executive officers under the 2021 Plan as 2021 long-term equity compensation.

Rich DiIorio, Chief Executive Officer	7,051 PSUs, 14,103 RSUs and 20,678 Stock Options
Carrie Lachance, President and Chief Operating Officer	4,038 PSUs, 8,077 RSUs and 11,843 Stock Options
Barry Steele, Chief Financial Officer	3,536 PSUs, 7,051 RSUs and 10,339 Stock Options
Jeannine Sheehan, Chief Administrative Officer	3,333 PSUs, 6,667 RSUs and 9,775 Stock Options
Tom Ruiz, Chief Commercial Officer	3,115 PSUs, 6,229 RSUs and 9,134 Stock Options

The PSUs were issued under the form of PSU award agreement described above. The performance period for the PSUs is the calendar year period ending December 31, 2022 and the units will vest on May 18, 2023 based upon a net revenue measure. The PSU award provides a scale of PSUs to be issued based on Company net revenue during the applicable performance period, pursuant to which the award recipient may earn between 0% of the "target" award (if the Company's net revenue achieved with respect to such performance period is below the "target" performance goal) and 200% of the target award (if the performance level achieved with respect to such performance period equals or exceeds the "maximum ceiling" performance goal).

The RSUs were issued under the form of RSU award agreement described above. The RSUs will cliff vest on May 18, 2024, subject to the award recipient's continued service through the vesting date. Settlement of the underlying shares of common stock will occur on the vesting date.

The stock options were issued under the form of stock option agreement described above. The stock options were issued with an exercise price equal to \$19.50, which was the fair value of the Company's common stock as determined in accordance with applicable provisions of the 2021 Plan. The stock options will vest in three equal annual installments on the anniversary date of the grant beginning May 18, 2022.

In addition to the above awards, the Board, upon recommendation of the Compensation Committee, granted the awards below as a one-time special grant.

Rich DiIorio, Chief Executive Officer	16,411 PSUs and 2,821 RSUs
Carrie Lachance, President and Chief Operating Officer	16,411 PSUs, 2,821 RSUs and 50,000 Stock Options
Barry Steele, Chief Financial Officer	16,411 PSUs and 2,821 RSUs
Jeannine Sheehan, Chief Administrative Officer	16,411 PSUs and 2,821 RSUs
Tom Ruiz, Chief Commercial Officer	16,411 PSUs and 2,821 RSUs

The PSUs were issued under the form of PSU award agreement described above. The PSUs can be earned in two separate portions totaling 9,744 shares and 6,667 shares each upon the consummation of one of two specified customer sales agreements specifically associated with each portion on or before the settlement date of May 18, 2022.

The RSUs were issued under the form of RSU award agreement described above. The RSUs will cliff vest on May 18, 2022, subject to the award recipient's continued service through the vesting date. Settlement of the underlying shares of common stock will occur on the vesting date.

The stock options were issued under the form of stock option agreement described above. The stock options were issued with an exercise price equal to \$19.50, which was the fair value of the Company's common stock as determined in accordance with applicable provisions of the 2021 Plan. The stock options will vest in three equal annual installments on the anniversary date of the grant beginning May 18, 2022.

Amended Employment Agreements

On May 24, 2021, the Company entered into amendments to its existing employment agreements with Messrs. DiIorio, Steele and Ruiz and Mmes. Lachance and Sheehan pursuant to which these executives would be provided with certain severance benefits in connection with their involuntary termination. Under the amendments, in the event of such executive's involuntary termination without cause, either alone or in connection with a change in control of the Company, the executive would be entitled to the following severance payments: (i) unpaid base salary through the date of termination; (ii) any accrued but unpaid annual incentive compensation determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus (x) in the case of an involuntary termination, a pro rata portion, based on the date of the involuntary termination, of the annual incentive compensation in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year or (y) in the case of a termination in connection with a change of control, the entire annual incentive compensation in respect of the current calendar year, assuming for these purposes that all performance targets have been met; (iii) unreimbursed expenses; (iv) a lump sum cash severance payment in an amount equal to 12 months of the executive's then current base salary or, in the case of change of control termination of Mr. DiIorio, 18 months of his then current base salary; and (v) continued COBRA coverage equal to the number of months of severance pay. The payment of severance amounts is contingent upon the executive's compliance with certain restrictive covenants and the executive's execution and delivery of an unconditional general release.

The amendments were effected in the form of amended and restated employment agreements with the executives. The above summary of the employment agreement amendments is qualified in its entirety by reference to amended and restated employment agreements, copies of which are attached to this Current Report on Form 8-K as Exhibits 10.5, 10.6, 10.7, 10.8 and 10.9 and are incorporated herein by reference.

Item 9.01. Financial Statement and Exhibits.

Exhibit No.	Description
10.1	<u>Form of Nonqualified Stock Option Agreement (Non-employee Directors) under the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan.</u>
10.2	<u>Form of Nonqualified Stock Option Agreement (Employees) under the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan.</u>
10.3	<u>Form of Restricted Stock Unit Agreement (Time-based Vesting) under the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan.</u>
10.4	<u>Form of Restricted Stock Unit Agreement (Performance-based Vesting) under the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan.</u>
10.5	<u>First Amended and Restated Employment Agreement, dated May 24, 2021, by and between the Company and Richard DiIorio.</u>
10.6	<u>First Amended and Restated Employment Agreement, dated May 24, 2021, by and between the Company and Barry Steele.</u>
10.7	<u>First Amended and Restated Employment Agreement, dated May 24, 2021, by and between the Company and Carrie Lachance.</u>
10.8	<u>First Amended and Restated Employment Agreement, dated May 24, 2021, by and between the Company and Jeannine Sheehan.</u>
10.9	<u>First Amended and Restated Employment Agreement, dated May 24, 2021, by and between the Company and Tom Ruiz.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

Signature

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

INFUSYSTEM HOLDINGS, INC.

By: /s/ Barry Steele
Barry Steele
Chief Financial Officer

Dated: May 24, 2021

NONQUALIFIED STOCK OPTION AGREEMENT

INFUSYSTEM HOLDINGS, INC.
2021 EQUITY INCENTIVE PLAN

This Nonqualified Stock Option Agreement (this "Agreement") is made and entered into as of _____, 20__, by and between InFuSystem Holdings, Inc., a Delaware corporation (the "Company") and _____, ("Director").

Grant Date: _____

Exercise Price per Share: _____

Number of Option Shares: _____

Expiration Date: _____

SECTION 1. GRANT OF OPTION.

1.1 Grant. The Company hereby grants to Director an option (the "Option") to purchase the total number of shares of Common Stock of the Company equal to the number of Option Shares set forth above, at the Exercise Price per Share set forth above. The Option is subject to the terms of the InFuSystem Holdings, Inc. 2021 Equity Incentive Plan (the "Plan"). Capitalized terms used but not defined herein will have the meaning ascribed in the Plan. The Option is intended to be a Nonqualified Stock Option and not an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code.

1.2 Consideration. The grant of the Option is made in consideration of the services to be rendered by Director to the Company.

SECTION 2. VESTING

2.1 Vesting Schedule. The Option will become vested and exercisable with respect to [INSERT NUMBER] of the total number of Option Shares on [INSERT SCHEDULE] until the Option is completely vested. The unvested portion of the Option will not be exercisable on or after Director's termination of Continuous Service.

2.2 Expiration. The Option will expire and may not be exercised after the Expiration Date set forth above.

SECTION 3. TERMINATION OF CONTINUOUS SERVICE.

3.1 Termination of Continuous Service for Reason other than Death or Removal for Cause. If Director's Continuous Service is terminated for any reason other than death or removal from the Board for Cause, Director may exercise the vested portion of the Option, but only within such period of time ending on the earlier of (a) the date three months following the termination of Director's Continuous Service or (b) the Expiration Date of the Option.

3.2 Termination of Continuous Service due to Death. If Director's Continuous Service terminates as a result of Director's death, or Director dies within the period following termination of Director's Continuous Service during which the vested portion of the Option remains exercisable, the vested portion of the Option may be exercised by Director's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by the person designated to exercise the Option upon Director's death, but only within the time period ending on the earlier of (a) the date one year following Director's death or (b) the Expiration Date of the Option.

3.3 Removal from the Board for Cause. If Director is removed from the Board for Cause, the Option (whether vested or unvested) shall immediately terminate and cease to be exercisable.

3.4 Extension of Termination Date. If following Director's termination of Continuous Service for any reason the exercise of the Option is prohibited because the exercise of the Option would violate the registration requirements under the Securities Act or any other state or federal securities law or the rules of any securities exchange or interdealer quotation system, then the expiration of the Option shall be tolled until the date that the earlier of the (a) Expiration Date of the Option, or (b) expiration of a period after termination of the Director's Continuous Service that is three (3) months after the end of the period during which the exercise of the Option would be in violation of such registration or other securities law requirements or the Company's trading restrictions.

SECTION 4. MANNER OF EXERCISE.

4.1 Election to Exercise. To exercise the Option, Director (or in the case of exercise after Director's death or incapacity, Director's executor, administrator, heir or legatee, as the case may be) must deliver to the Company an executed stock option exercise agreement in such form as is approved by the Committee from time to time (the "Exercise Agreement"), which shall set forth, inter alia:

- (a) Director's election to exercise the Option;
- (b) the number of shares of Common Stock being purchased;
- (c) any restrictions imposed on the shares; and
- (d) any representations, warranties and agreements regarding Director's investment intent and access to information as may be required by the Company to comply with applicable securities laws.

If someone other than Director exercises the Option, then such person must submit documentation reasonably acceptable to the Company verifying that such person has the legal right to exercise the Option.

4.2 Payment of Exercise Price. The entire Exercise Price of the Option shall be payable in full at the time of exercise to the extent permitted by applicable statutes and regulations, either:

- (a) by certified or bank check at the time the Option is exercised;
- (b) by delivery to the Company of other shares of Common Stock, duly endorsed for transfer to the Company, with a Fair Market Value on the date of delivery equal to the Exercise Price (or portion thereof) due for the number of shares being acquired, or by means of attestation whereby Director identifies for delivery specific shares that have a Fair Market Value on the date of attestation equal to the Exercise Price (or portion thereof) and receives a number of shares equal to the difference between the number of shares thereby purchased and the number of identified attestation shares (a "Stock for Stock Exchange");

- (c) by reducing the number of shares otherwise deliverable upon exercise of such Option by a number of shares with an aggregate Fair Market Value equal to the aggregate Exercise Price at the time of exercise;
- (d) in the Committee's sole discretion, through a "cashless exercise program" established with a broker;
- (e) by any combination of the foregoing methods; or
- (f) in any other form of legal consideration that may be acceptable to the Committee.

4.3 Withholding. As a condition to the issuance of any shares of Common Stock subject to the Option, the Company may withhold, or require Director to pay or reimburse the Company for, any taxes which the Company determines are required to be withheld under federal, state or local law in connection with the exercise of the Option.

4.4 Issuance of Shares. Provided that the Exercise Agreement and payment are in form and substance satisfactory to the Company, the Company shall issue the shares of Common Stock registered in the name of Director, Director's authorized assignee, or Director's legal representative, and shall deliver certificates representing the shares with the appropriate legends affixed thereto.

SECTION 5. NO RIGHTS TO CONTINUED SERVICE ON THE BOARD OR AS STOCKHOLDER.

Neither the Plan nor this Agreement shall confer upon Director any right to be retained as a Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate Director's Continuous Service at any time. Director shall not have any rights as a stockholder with respect to any shares of Common Stock subject to the Option prior to the date of exercise of the Option.

SECTION 6. TRANSFERABILITY.

The Option is not transferable by Director other than to a designated beneficiary upon Director's death or by will or the laws of descent and distribution, and is exercisable during Director's lifetime only by him or her. No assignment or transfer of the Option, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except to a designated beneficiary upon death or by will or the laws of descent or distribution) will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Option will terminate and become of no further effect.

SECTION 7. CHANGE IN CONTROL.

7.1 Acceleration of Vesting. In the event of a Change in Control, notwithstanding any provision of the Plan or this Agreement to the contrary, the Option shall become immediately vested and exercisable with respect to 100% of the shares subject to the Option. To the extent practicable, such acceleration of vesting and exercisability shall occur in a manner and at a time which allows Director the ability to participate in the Change in Control with respect to the shares of Common Stock subject to the Option.

7.2 Cash-out. In the event of a Change in Control, the Committee may, in its discretion and upon at least ten (10) days' advance notice to Director, cancel the Option and pay to Director the value of the Option based upon the price per share of Common Stock received or to be received by other stockholders of the Company in the event. Notwithstanding the foregoing, if at the time of a Change in Control the Exercise Price of the Option equals or exceeds the price paid for a share of Common Stock in connection with the Change in Control, the Committee may cancel the Option without the payment of consideration therefor.

SECTION 8. ADJUSTMENTS.

The shares of Common Stock subject to the Option may be adjusted or terminated in any manner as contemplated by Section 15 of the Plan.

SECTION 9. TAX LIABILITY AND WITHHOLDING.

Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Director's responsibility and the Company: (a) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any shares acquired on exercise; and (b) does not commit to structure the Option to reduce or eliminate Director's liability for Tax-Related Items.

SECTION 10. COMPLIANCE WITH LAW.

The exercise of the Option and the issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and Director with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued pursuant to this Option unless and until any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. Director understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

SECTION 11. NOTICES.

Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Controller of the Company at the Company's principal corporate offices. Any notice required to be delivered to Director under this Agreement shall be in writing and addressed to Director at Director's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

SECTION 12. GOVERNING LAW.

This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

SECTION 13. INTERPRETATION.

Any dispute regarding the interpretation of this Agreement shall be submitted by Director or the Company to the Committee (excluding Director if he or she serves on the Committee) for review. The resolution of such dispute by the Committee shall be final and binding on Director and the Company.

SECTION 14. OPTIONS SUBJECT TO PLAN.

This Agreement is subject to the Plan as approved by the Company's stockholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

SECTION 15. SUCCESSORS AND ASSINGS.

The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon Director and Director's beneficiaries, executors, administrators and the person(s) to whom the Option may be transferred by will or the laws of descent or distribution.

SECTION 16. SEVERABILITY.

The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

SECTION 17. DISCRETIONARY NATURE OF PLAN.

The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Option in this Agreement does not create any contractual right or other right to receive any Options or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of Director's membership on the Board.

SECTION 18. AMENDMENT.

The Committee has the right to amend, alter, suspend, discontinue or cancel the Option, prospectively or retroactively; provided, that, no such amendment shall adversely affect Director's material rights under this Agreement without Director's consent.

SECTION 19. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

SECTION 20. ACCEPTANCE.

Director hereby acknowledges receipt of a copy of the Plan and this Agreement. Director has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. Director acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that Director should consult a tax advisor prior to such exercise or disposition.

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

INFUSYSTEM HOLDINGS, INC.

By: _____

Name: _____

Title: _____

DIRECTOR

By: _____

Name: _____

NONQUALIFIED STOCK OPTION EXERCISE AGREEMENT

**INFUSYSTEM HOLDINGS, INC.
2021 EQUITY INCENTIVE PLAN**

This Stock Option Exercise Agreement (the "Exercise Agreement") is made and entered into as of _____, by and between InfuSystem Holdings, Inc., a Delaware corporation (the "Company"), and the Purchaser named below. Capitalized terms used by not defined herein shall have the meanings ascribed to them in the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan (the "Plan") or the Nonqualified Stock Option Agreement.

Purchaser Name: _____

Purchaser Address: _____

Purchaser Social Security Number: _____

Exercise Date: _____

SECTION 1. OPTION.

The Purchaser was granted an option (the "Option") to purchase shares of Common Stock ("Shares") under the Plan and the Nonqualified Stock Option Agreement between the Company and the Purchaser dated _____, 20__ (the "Nonqualified Stock Option Agreement") as follows:

Grant Date: _____

Exercise Price per Share: _____

Number of Option Shares: _____

Expiration Date: _____

SECTION 2. EXERCISE OF OPTION.

The Purchaser hereby elects to exercise the Option to purchase _____ Shares, which are, or will be as of the Exercise Date, vested under the Nonqualified Stock Option Agreement. The total Exercise Price for all of the Shares being purchased is \$ _____ (determined by multiplying the total number of Option Shares being exercised by the Exercise Price per Share).

SECTION 3. PAYMENT OF EXERCISE PRICE.

The Purchaser encloses payment in full of the total Exercise Price for the Shares in the following form(s), as authorized by the Nonqualified Stock Option Agreement (check and complete as appropriate):

_____ By certified or bank check in the amount of \$ _____, receipt of which is acknowledge by the Company.

_____ By delivery of _____ previously acquired Shares duly endorsed for transfer to the Company.

_____ Through a Stock for Stock Exchange (contact the Controller of the Company).

_____ By a broker-assisted cashless exercise (contact the Controller of the Company).

_____ By reduction in the number of Shares otherwise deliverable upon exercise by the number of Shares with a Fair Market Value equal to the total Exercise Price (contact the Controller of the Company).

The Purchaser will deliver any other documents that the Company requires.

SECTION 4. TAX WITHHOLDING.

The Purchaser authorizes withholding and will make arrangements satisfactory to the Company to pay or provide for any applicable federal, state and local withholding obligations of the Company. The Purchaser may satisfy any federal, state or local tax withholding obligation relating to the exercise of the Option by any of the methods set forth in the Plan or Nonqualified Stock Option Agreement. The Purchaser understands that ownership of the Shares will not be transferred to the Purchaser until the total Exercise Price and all applicable withholding taxes have been paid.

SECTION 5. TAX CONSEQUENCES.

The Purchaser understands that there may be adverse federal or state tax consequences as a result of his or her purchase or disposition of the Shares. The Purchaser also acknowledges that he or she has been advised to consult with a tax advisor in connection with the purchase or disposition of the Shares. The Purchaser is not relying on the Company for tax advice.

SECTION 6. COMPLIANCE WITH LAW.

The issuance and transfer of the Shares will be subject to, and conditioned upon compliance by the Company and the Purchaser with, all applicable federal, state and local laws and regulations and all applicable requirements of any stock exchange or automated quotation system on which the Shares may be listed or quoted at the time of such issuance or transfer.

SECTION 7. SUCCESSORS AND ASSIGNS.

The Company may assign any of its rights under this Exercise Agreement. This Exercise Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. This Exercise Agreement will be binding upon the Purchaser and the Purchaser's heirs, executors, legal representatives, successors and assigns.

SECTION 8. GOVERNING LAW.

This Exercise Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

SECTION 9. SEVERABILITY.

The invalidity or unenforceability of any provision of this Exercise Agreement shall not affect the validity or enforceability of any other provision, and each provision of this Exercise Agreement shall be severable and enforceable to the extent permitted by law.

SECTION 10. COUNTERPARTS.

This Exercise Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

SECTION 11. NOTICE.

Any notice required to be delivered to the Company under this Exercise Agreement shall be in writing and addressed to the Controller of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Purchaser under this Exercise Agreement shall be in writing and addressed to the Purchaser at the Purchaser's address as set forth above. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

SECTION 12. ACKNOWLEDGEMENT.

The Purchaser understands that he or she is purchasing the Shares under the Plan and the Nonqualified Stock Option Agreement, copies of which the Purchaser has read and understands.

IN WITNESS WHEREOF, the parties have executed this Exercise Agreement as of the date first above written.

PURCHASER

By: _____

Name: _____

INFUSYSTEM HOLDINGS, INC.

By: _____

Name: _____

Title: _____

NONQUALIFIED STOCK OPTION AGREEMENT

INFUSYSTEM HOLDINGS, INC.
2021 EQUITY INCENTIVE PLAN

This Nonqualified Stock Option Agreement (this "Agreement") is made and entered into as of _____, 20__, by and between InfuSystem Holdings, Inc., a Delaware corporation (the "Company") and _____, ("Employee").

Grant Date: _____

Exercise Price per Share: _____

Number of Option Shares: _____

Expiration Date: _____

SECTION 1. GRANT OF OPTION.

1.1 Grant. The Company hereby grants to Employee an option (the "Option") to purchase the total number of shares of Common Stock of the Company equal to the number of Option Shares set forth above, at the Exercise Price per Share set forth above. The Option is subject to the terms of the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan (the "Plan"). Capitalized terms used but not defined herein will have the meaning ascribed in the Plan. The Option is intended to be a Nonqualified Stock Option and not an Incentive Stock Option within the meaning of Section 422 of the Internal Revenue Code.

1.2 Consideration. The grant of the Option is made in consideration of the services to be rendered by Employee to the Company.

SECTION 2. VESTING

2.1 Vesting Schedule. The Option will become vested and exercisable with respect to [INSERT NUMBER] of the total number of Option Shares on [INSERT SCHEDULE] until the Option is completely vested. The unvested portion of the Option will not be exercisable on or after Employee's termination of Continuous Service.

2.2 Expiration. The Option will expire and may not be exercised after the Expiration Date set forth above.

SECTION 3. TERMINATION OF CONTINUOUS SERVICE.

3.1 Termination of Continuous Service for Reason other than Death or for Cause. If Employee's Continuous Service is terminated for any reason other than death or for Cause, Employee may exercise the vested portion of the Option, but only within such period of time ending on the earlier of (a) the date three months following the termination of the eligible Employee's Continuous Service or (b) the Expiration Date of the Option.

3.2 Termination of Continuous Service due to Death. If Employee's Continuous Service terminates as a result of Employee's death, or Employee dies within the period following termination of Employee's Continuous Service during which the vested portion of the Option remains exercisable, the vested portion of the Option may be exercised by Employee's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by the person designated to exercise the Option upon Employee's death, but only within the time period ending on the earlier of (a) the date one year following Employee's death or (b) the Expiration Date of the Option.

3.3 Termination of Continuous Service by Company for Cause. If Employee is terminated from Continuous Service by Company for Cause, the Option (whether vested or unvested) shall immediately terminate and cease to be exercisable.

3.4 Extension of Termination Date. If following Employee's termination of Continuous Service for any reason the exercise of the Option is prohibited because the exercise of the Option would violate the registration requirements under the Securities Act or any other state or federal securities law or the rules of any securities exchange or interdealer quotation system, then the expiration of the Option shall be tolled until the date that is the earlier of the (1) Expiration Date of the Option, or (2) expiration of a period after termination of the Employee's Continuous Service that is three months after the end of the period during which the exercise of the Option would be in violation of such registration or other securities law requirements or the Company's trading restrictions.

SECTION 4. MANNER OF EXERCISE.

4.1 Election to Exercise. To exercise the Option, Employee (or in the case of exercise after Employee's death or incapacity, Employee's executor, administrator, heir or legatee, as the case may be) must deliver to the Company an executed stock option exercise agreement in such form as is approved by the Committee from time to time (the "Exercise Agreement"), which shall set forth, inter alia:

- (a) Employee's election to exercise the Option;
- (b) the number of shares of Common Stock being purchased;
- (c) any restrictions imposed on the shares; and
- (d) any representations, warranties and agreements regarding Employee's investment intent and access to information as may be required by the Company to comply with applicable securities laws.

If someone other than Employee exercises the Option, then such person must submit documentation reasonably acceptable to the Company verifying that such person has the legal right to exercise the Option.

4.2 Payment of Exercise Price. The entire Exercise Price of the Option shall be payable in full at the time of exercise to the extent permitted by applicable statutes and regulations, either:

- (a) by certified or bank check at the time the Option is exercised;
- (b) by delivery to the Company of other shares of Common Stock, duly endorsed for transfer to the Company, with a Fair Market Value on the date of delivery equal to the Exercise Price (or portion thereof) due for the number of shares being acquired, or by means of attestation whereby Employee identifies for delivery specific shares that have a Fair Market Value on the date of attestation equal to the Exercise Price (or portion thereof) and receives a number of shares equal to the difference between the number of shares thereby purchased and the number of identified attestation shares (a "Stock for Stock Exchange");

- (c) by reducing the number of shares otherwise deliverable upon exercise of such Option by a number of shares with an aggregate Fair Market Value equal to the aggregate Exercise Price at the time of exercise;
- (d) in the Committee's sole discretion, through a "cashless exercise program" established with a broker;
- (e) by any combination of the foregoing methods; or
- (f) in any other form of legal consideration that may be acceptable to the Committee.

4.3 Withholding. Prior to the issuance of shares upon the exercise of the Option, Employee must make arrangements satisfactory to the Company to pay or provide for any applicable federal, state, and local withholding obligations of the Company. Employee may satisfy any federal, state, or local tax withholding obligation relating to the exercise of the Option by any of the following means:

- (a) tendering a cash payment;
- (b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable to Employee as a result of the exercise of the Option; provided, however, that no shares of Common Stock are withheld with a value exceeding the minimum amount of tax required to be withheld by law; or
- (c) delivering to the Company previously owned and unencumbered shares of Common Stock of the Company.

4.4 Issuance of Shares. Provided that the Exercise Agreement and payment are in form and substance satisfactory to the Company, the Company shall issue the shares of Common Stock registered in the name of Employee, Employee's authorized assignee, or Employee's legal representative, and shall deliver certificates representing the shares with the appropriate legends affixed thereto.

SECTION 5. NO RIGHTS TO CONTINUED EMPLOYMENT OR AS STOCKHOLDER.

Neither the Plan nor this Agreement shall confer upon Employee any right to be retained, in any position, as an Employee of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate Employee's Continuous Service at any time, with or without cause. Employee shall not have any rights as a stockholder with respect to any shares of Common Stock subject to the Option prior to the date of exercise of the Option.

SECTION 6. TRANSFERABILITY.

The Option is not transferable by Employee other than to a designated beneficiary upon Employee's death or by will or the laws of descent and distribution, and is exercisable during Employee's lifetime only by him or her. No assignment or transfer of the Option, or the rights represented thereby, whether voluntary or involuntary, by operation of law or otherwise (except to a designated beneficiary upon death or by will or the laws of descent or distribution) will vest in the assignee or transferee any interest or right herein whatsoever, but immediately upon such assignment or transfer the Option will terminate and become of no further effect.

SECTION 7. CHANGE IN CONTROL.

7.1 Acceleration of Vesting. In the event of a Change in Control, notwithstanding any provision of the Plan or this Agreement to the contrary, the Option shall become immediately vested and exercisable with respect to 100% of the shares subject to the Option. To the extent practicable, such acceleration of vesting and exercisability shall occur in a manner and at a time which allows Employee the ability to participate in the Change in Control with respect to the shares of Common Stock subject to the Option.

7.2 Cash-out. In the event of a Change in Control, the Committee may, in its discretion and upon at least ten (10) days' advance notice to Employee, cancel the Option and pay to Employee the value of the Option based upon the price per share of Common Stock received or to be received by other stockholders of the Company in the event. Notwithstanding the foregoing, if at the time of a Change in Control the Exercise Price of the Option equals or exceeds the price paid for a share of Common Stock in connection with the Change in Control, the Committee may cancel the Option without the payment of consideration therefor.

SECTION 8. ADJUSTMENTS.

The shares of Common Stock subject to the Option may be adjusted or terminated in any manner as contemplated by Section 15 of the Plan.

SECTION 9. TAX LIABILITY AND WITHHOLDING.

Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Employee's responsibility and the Company: (a) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting, or exercise of the Option or the subsequent sale of any shares acquired on exercise; and (b) does not commit to structure the Option to reduce or eliminate Employee's liability for Tax-Related Items.

SECTION 10. COMPLIANCE WITH LAW.

The exercise of the Option and the issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and Employee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued pursuant to this Option unless and until any then applicable requirements of state or federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel. Employee understands that the Company is under no obligation to register the shares of Common Stock with the Securities and Exchange Commission, any state securities commission or any stock exchange to effect such compliance.

SECTION 11. NOTICES.

Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Controller of the Company at the Company's principal corporate offices. Any notice required to be delivered to Employee under this Agreement shall be in writing and addressed to Employee at Employee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

SECTION 12. GOVERNING LAW.

This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

SECTION 13. INTERPRETATION.

Any dispute regarding the interpretation of this Agreement shall be submitted by Employee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on Employee and the Company.

SECTION 14. OPTIONS SUBJECT TO PLAN.

This Agreement is subject to the Plan as approved by the Company's stockholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

SECTION 15. SUCCESSORS AND ASSINGS.

The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon Employee and Employee's beneficiaries, executors, administrators and the person(s) to whom the Option may be transferred by will or the laws of descent or distribution.

SECTION 16. SEVERABILITY.

The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

SECTION 17. DISCRETIONARY NATURE OF PLAN.

The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Option in this Agreement does not create any contractual right or other right to receive any Options or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of Employee's employment with the Company.

SECTION 18. AMENDMENT.

The Committee has the right to amend, alter, suspend, discontinue or cancel the Option, prospectively or retroactively; provided, that, no such amendment shall adversely affect Employee's material rights under this Agreement without Employee's consent.

SECTION 19. NO IMPACT ON OTHER BENEFITS.

The value of Employee's Option is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

SECTION 20. COUNTERPARTS.

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

SECTION 21. ACCEPTANCE.

Employee hereby acknowledges receipt of a copy of the Plan and this Agreement. Employee has read and understands the terms and provisions thereof, and accepts the Option subject to all of the terms and conditions of the Plan and this Agreement. Employee acknowledges that there may be adverse tax consequences upon exercise of the Option or disposition of the underlying shares and that Employee should consult a tax advisor prior to such exercise or disposition.

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

INFUSYSTEM HOLDINGS, INC.

By: _____

Name: _____

Title: _____

EMPLOYEE

By: _____

Name: _____

NONQUALIFIED STOCK OPTION EXERCISE AGREEMENT

**INFUSYSTEM HOLDINGS, INC.
2021 EQUITY INCENTIVE PLAN**

This Stock Option Exercise Agreement (the "Exercise Agreement") is made and entered into as of _____, by and between InfuSystem Holdings, Inc., a Delaware corporation (the "Company"), and the Purchaser named below. Capitalized terms used by not defined herein shall have the meanings ascribed to them in the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan (the "Plan") or the Nonqualified Stock Option Agreement.

Purchaser Name: _____

Purchaser Address: _____

Purchaser Social Security Number: _____

Exercise Date: _____

SECTION 1. OPTION.

The Purchaser was granted an option (the "Option") to purchase shares of Common Stock ("Shares") under the Plan and the Nonqualified Stock Option Agreement between the Company and the Purchaser dated _____, 20__ (the "Nonqualified Stock Option Agreement") as follows:

Grant Date: _____

Exercise Price per Share: _____

Number of Option Shares: _____

Expiration Date: _____

SECTION 2. EXERCISE OF OPTION.

The Purchaser hereby elects to exercise the Option to purchase _____ Shares, which are, or will be as of the Exercise Date, vested under the Nonqualified Stock Option Agreement. The total Exercise Price for all of the Shares being purchased is \$ _____ (determined by multiplying the total number of Option Shares being exercised by the Exercise Price per Share).

SECTION 3. PAYMENT OF EXERCISE PRICE.

The Purchaser encloses payment in full of the total Exercise Price for the Shares in the following form(s), as authorized by the Nonqualified Stock Option Agreement (check and complete as appropriate):

_____ By certified or bank check in the amount of \$ _____, receipt of which is acknowledge by the Company.

_____ By delivery of _____ previously acquired Shares duly endorsed for transfer to the Company.

_____ Through a Stock for Stock Exchange (contact the Controller of the Company).

_____ By a broker-assisted cashless exercise (contact the Controller of the Company).

_____ By reduction in the number of Shares otherwise deliverable upon exercise by the number of Shares with a Fair Market Value equal to the total Exercise Price (contact the Controller of the Company).

The Purchaser will deliver any other documents that the Company requires.

SECTION 4. TAX WITHHOLDING.

The Purchaser authorizes withholding and will make arrangements satisfactory to the Company to pay or provide for any applicable federal, state and local withholding obligations of the Company. The Purchaser may satisfy any federal, state or local tax withholding obligation relating to the exercise of the Option by any of the methods set forth in the Plan or Nonqualified Stock Option Agreement. The Purchaser understands that ownership of the Shares will not be transferred to the Purchaser until the total Exercise Price and all applicable withholding taxes have been paid.

SECTION 5. TAX CONSEQUENCES.

The Purchaser understands that there may be adverse federal or state tax consequences as a result of his or her purchase or disposition of the Shares. The Purchaser also acknowledges that he or she has been advised to consult with a tax advisor in connection with the purchase or disposition of the Shares. The Purchaser is not relying on the Company for tax advice.

SECTION 6. COMPLIANCE WITH LAW.

The issuance and transfer of the Shares will be subject to, and conditioned upon compliance by the Company and the Purchaser with, all applicable federal, state and local laws and regulations and all applicable requirements of any stock exchange or automated quotation system on which the Shares may be listed or quoted at the time of such issuance or transfer.

SECTION 7. SUCCESSORS AND ASSIGNS.

The Company may assign any of its rights under this Exercise Agreement. This Exercise Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. This Exercise Agreement will be binding upon the Purchaser and the Purchaser's heirs, executors, legal representatives, successors and assigns.

SECTION 8. GOVERNING LAW.

This Exercise Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

SECTION 9. SEVERABILITY.

The invalidity or unenforceability of any provision of this Exercise Agreement shall not affect the validity or enforceability of any other provision, and each provision of this Exercise Agreement shall be severable and enforceable to the extent permitted by law.

SECTION 10. COUNTERPARTS.

This Exercise Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

SECTION 11. NOTICE.

Any notice required to be delivered to the Company under this Exercise Agreement shall be in writing and addressed to the Controller of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Purchaser under this Exercise Agreement shall be in writing and addressed to the Purchaser at the Purchaser's address as set forth above. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

SECTION 12. ACKNOWLEDGEMENT.

The Purchaser understands that he or she is purchasing the Shares under the Plan and the Nonqualified Stock Option Agreement, copies of which the Purchaser has read and understands.

IN WITNESS WHEREOF, the parties have executed this Exercise Agreement as of the date first above written.

PURCHASER

By: _____

Name: _____

INFUSYSTEM HOLDINGS, INC.

By: _____

Name: _____

Title: _____

RESTRICTED STOCK UNIT AGREEMENT

**INFUSYSTEM HOLDINGS, INC.
2021 EQUITY INCENTIVE PLAN**

Restricted stock units are hereby granted to _____ ("Grantee") by InfuSystem Holdings, Inc. a Delaware corporation (the "Company") pursuant to this Restricted Stock Unit Agreement (this "Agreement"). The restricted stock units granted pursuant to this Agreement (the "RSUs") are subject to the terms and conditions of the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan (the "Plan") and this Agreement. Any capitalized terms that are not defined in this Agreement have meaning set forth in the Plan.

Number of RSUs: _____

Grant Date: _____

SECTION 1. GRANT OF RESTRICTED STOCK UNITS.

1.1 Pursuant to Section 9 of the Plan, the Company hereby issues to Grantee on the Grant Date an Award consisting of, in the aggregate, _____ RSUs. Each RSU represents the right to receive one share of Common Stock, subject to the terms and conditions set forth in this Agreement and the Plan.

1.2 The RSUs shall be credited to a separate account maintained for Grantee on the books and records of the Company (the "Account"). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

SECTION 2. CONSIDERATION.

The grant of RSUs is made in consideration of the services to be rendered by Grantee to the Company.

SECTION 3. VESTING.

3.1 Except as otherwise provided herein, provided that Grantee remains in Continuous Service through the applicable vesting date, the RSUs will vest in accordance with the following schedule (the period during which restrictions apply, the "Restricted Period"):

Vesting Date	Number of RSUs that Vest
---------------------	---------------------------------

Once vested, the RSUs become "Vested Units."

3.2 If Grantee's Continuous Service terminates for any reason at any time before all of the RSUs have vested, any RSUs that remain unvested at the time Grantee's Continuous Service terminates will be automatically forfeited and neither the Company nor any Affiliate will have any further obligations to Grantee under this Agreement.

3.3 In the event of a Change in Control, all unvested RSUs will vest as of the date of the Change in Control.

SECTION 4. RESTRICTIONS.

Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period and until such time as the RSUs are settled in accordance with Section 6, the RSUs or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the RSUs or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the RSUs will be forfeited by Grantee and all of Grantee's rights to such units shall immediately terminate without any payment or consideration by the Company.

SECTION 5. RIGHTS AS A STOCKHOLDER.

5.1 Grantee shall not have any rights of a stockholder with respect to the shares of Common Stock underlying the RSUs unless and until the RSUs vest and are settled by the issuance of such shares of Common Stock.

5.2 Upon and following the settlement of the RSUs, Grantee shall be the record owner of the shares of Common Stock underlying the RSUs unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a stockholder of the Company (including voting rights).

5.3 Grantee shall not be entitled to any Dividend Equivalents with respect to the RSUs to reflect any dividends payable on shares of Common Stock.

SECTION 6. SETTLEMENT OF RSUs.

6.1 Subject to Section 9 of this Agreement, promptly following the vesting date, and in any event no later than the end of the quarter in which such vesting occurs, the Company shall (a) issue and deliver to Grantee the number of shares of Common Stock equal to the number of Vested Units and (b) enter Grantee's name on the books of the Company as the stockholder of record with respect to the shares of Common Stock delivered to Grantee.

6.2 To the extent that Grantee does not vest in any RSUs, all interest in such RSUs shall be forfeited. Grantee has no right or interest in any RSUs that are forfeited.

SECTION 7. NO RIGHT TO CONTINUED SERVICE.

Neither the Plan nor this Agreement shall confer upon Grantee any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate Grantee's Continuous Service at any time, with or without Cause.

SECTION 8. ADJUSTMENTS.

If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the RSUs will be adjusted or terminated in any manner as contemplated by Section 15 of the Plan.

SECTION 9. TAX LIABILITY AND WITHHOLDING.

9.1 Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to Grantee pursuant to the Plan, the amount of any required withholding taxes in respect of the RSUs and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. The Committee may permit Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

- (a) tendering a cash payment;
- (b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to Grantee as a result of the vesting of the RSUs; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the minimum amount of tax required to be withheld by law; or
- (c) delivering to the Company previously owned and unencumbered shares of Common Stock.

9.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the RSUs or the subsequent sale of any shares; and (b) does not commit to structure the RSUs to reduce or eliminate Grantee's liability for Tax-Related Items.

SECTION 10. COMPLIANCE WITH LAW.

The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel.

SECTION 11. NOTICES.

Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Controller of the Company at the Company's principal corporate offices. Any notice required to be delivered to Grantee under this Agreement shall be in writing and addressed to Grantee at Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

SECTION 12. GOVERNING LAW.

This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

SECTION 13. INTERPRETATION.

Any dispute regarding the interpretation of this Agreement shall be submitted by Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on Grantee and the Company.

SECTION 14. RSUs SUBJECT TO PLAN.

This Agreement is subject to the Plan as approved by the Company's stockholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

SECTION 15. SUCCESSORS AND ASSIGNS.

The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon Grantee and Grantee's beneficiaries, executors, administrators and the person(s) to whom the RSUs may be transferred by will or the laws of descent or distribution.

SECTION 16. SEVERABILITY.

The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

SECTION 17. DISCRETIONARY NATURE OF PLAN.

The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the RSUs in this Agreement does not create any contractual right or other right to receive any RSUs or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of Grantee's employment with the Company.

SECTION 18. AMENDMENT.

The Committee has the right to amend, alter, suspend, discontinue or cancel the RSUs, prospectively or retroactively; provided, that, no such amendment shall adversely affect Grantee's material rights under this Agreement without Grantee's consent.

SECTION 19. SECTION 409A.

This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Grantee on account of non-compliance with Section 409A of the Code. If Grantee is deemed a "specified employee" within the meaning of Section 409A of the Code, as determined by the Committee, at a time when Grantee becomes eligible for settlement of the RSUs upon Grantee's "separation from service" within the meaning of Section 409A of the Code, then to the extent necessary to prevent any accelerated or additional tax under Section 409A of the Code, such settlement will be delayed until the earlier of: (a) the date that is six months following Grantee's separation from service and (b) Grantee's death.

SECTION 20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

SECTION 21. ACCEPTANCE.

Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. Grantee has read and understands the terms and provisions thereof, and accepts the RSUs subject to all of the terms and conditions of the Plan and this Agreement. Grantee acknowledges that there may be adverse tax consequences upon the vesting or settlement of the RSUs or disposition of the underlying shares and that Grantee has been advised to consult a tax advisor prior to such vesting, settlement or disposition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INFUSYSTEM HOLDINGS, INC.

By: _____

Name: _____

Title: _____

GRANTEE

By: _____

Name: _____

RESTRICTED STOCK UNIT AGREEMENT

**INFUSYSTEM HOLDINGS, INC.
2021 EQUITY INCENTIVE PLAN**

Restricted stock units are hereby granted to _____ ("Grantee") by InfuSystem Holdings, Inc. a Delaware corporation (the "Company") pursuant to this Restricted Stock Unit Agreement (this "Agreement"). The restricted stock units granted pursuant to this Agreement (the "RSUs") are subject to the terms and conditions of the InfuSystem Holdings, Inc. 2021 Equity Incentive Plan (the "Plan") and this Agreement. Any capitalized terms that are not defined in this Agreement have meaning set forth in the Plan.

Number of RSUs: _____

Grant Date: _____

SECTION 1. GRANT OF RESTRICTED STOCK UNITS.

1.1 Pursuant to Section 9 of the Plan, the Company hereby issues to Grantee on the Grant Date an Award consisting of, in the aggregate _____ RSUs. Each RSU represents the right to receive one share of Common Stock, subject to the terms and conditions set forth in this Agreement and the Plan.

1.2 The RSUs shall be credited to a separate account maintained for Grantee on the books and records of the Company (the "Account"). All amounts credited to the Account shall continue for all purposes to be part of the general assets of the Company.

SECTION 2. CONSIDERATION.

The grant of RSUs is made in consideration of the services to be rendered by Grantee to the Company.

SECTION 3. VESTING.

3.1 Except as otherwise provided herein, provided that Grantee remains in Continuous Service through the applicable vesting date, and further provided that any additional conditions and performance goals set forth in Schedule I have been satisfied, the RSUs will vest in accordance with the following schedule (the period during which restrictions apply, the "Restricted Period"):

Vesting Date	Number of RSUs that Vest
---------------------	---------------------------------

Once vested, the RSUs become "Vested Units."

3.2 If Grantee's Continuous Service terminates for any reason at any time before all of the RSUs have vested, any RSUs that remain unvested at the time Grantee's Continuous Service terminates will be automatically forfeited and neither the Company nor any Affiliate will have any further obligations to Grantee under this Agreement.

3.3 In the event of a Change in Control, all unvested RSUs will vest as of the date of the Change in Control.

SECTION 4. RESTRICTIONS.

Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period and until such time as the RSUs are settled in accordance with Section 6, the RSUs or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the RSUs or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the RSUs will be forfeited by Grantee and all of Grantee's rights to such units shall immediately terminate without any payment or consideration by the Company.

SECTION 5. RIGHTS AS A STOCKHOLDER.

5.1 Grantee shall not have any rights of a stockholder with respect to the shares of Common Stock underlying the RSUs unless and until the RSUs vest and are settled by the issuance of such shares of Common Stock.

5.2 Upon and following the settlement of the RSUs, Grantee shall be the record owner of the shares of Common Stock underlying the RSUs unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a stockholder of the Company (including voting rights).

5.3 Grantee shall not be entitled to any Dividend Equivalents with respect to the RSUs to reflect any dividends payable on shares of Common Stock.

SECTION 6. SETTLEMENT OF RSUs.

6.1 Subject to Section 9 of this Agreement, promptly following the vesting date, and in any event no later than the end of the quarter in which such vesting occurs, the Company shall (a) issue and deliver to Grantee the number of shares of Common Stock equal to the number of Vested Units and (b) enter Grantee's name on the books of the Company as the stockholder of record with respect to the shares of Common Stock delivered to Grantee.

6.2 To the extent that Grantee does not vest in any RSUs, all interest in such RSUs shall be forfeited. Grantee has no right or interest in any RSUs that are forfeited.

SECTION 7. NO RIGHT TO CONTINUED SERVICE.

Neither the Plan nor this Agreement shall confer upon Grantee any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate Grantee's Continuous Service at any time, with or without Cause.

SECTION 8. ADJUSTMENTS.

If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the RSUs will be adjusted or terminated in any manner as contemplated by Section 15 of the Plan.

SECTION 9. TAX LIABILITY AND WITHHOLDING.

9.1 Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to Grantee pursuant to the Plan, the amount of any required withholding taxes in respect of the RSUs and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. The Committee may permit Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

- (a) tendering a cash payment;
- (b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to Grantee as a result of the vesting of the RSUs; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the minimum amount of tax required to be withheld by law; or
- (c) delivering to the Company previously owned and unencumbered shares of Common Stock.

9.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("Tax-Related Items"), the ultimate liability for all Tax-Related Items is and remains Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in connection with the grant, vesting or settlement of the RSUs or the subsequent sale of any shares; and (b) does not commit to structure the RSUs to reduce or eliminate Grantee's liability for Tax-Related Items.

SECTION 10. COMPLIANCE WITH LAW.

The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel.

SECTION 11. NOTICES.

Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Controller of the Company at the Company's principal corporate offices. Any notice required to be delivered to Grantee under this Agreement shall be in writing and addressed to Grantee at Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

SECTION 12. GOVERNING LAW.

This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

SECTION 13. INTERPRETATION.

Any dispute regarding the interpretation of this Agreement shall be submitted by Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on Grantee and the Company.

SECTION 14. RSUs SUBJECT TO PLAN.

This Agreement is subject to the Plan as approved by the Company's stockholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

SECTION 15. SUCCESSORS AND ASSIGNS.

The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon Grantee and Grantee's beneficiaries, executors, administrators and the person(s) to whom the RSUs may be transferred by will or the laws of descent or distribution.

SECTION 16. SEVERABILITY.

The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

SECTION 17. DISCRETIONARY NATURE OF PLAN.

The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the RSUs in this Agreement does not create any contractual right or other right to receive any RSUs or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of Grantee's employment with the Company.

SECTION 18. AMENDMENT.

The Committee has the right to amend, alter, suspend, discontinue or cancel the RSUs, prospectively or retroactively; provided, that, no such amendment shall adversely affect Grantee's material rights under this Agreement without Grantee's consent.

SECTION 19. SECTION 409A.

This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Grantee on account of non-compliance with Section 409A of the Code. If Grantee is deemed a "specified employee" within the meaning of Section 409A of the Code, as determined by the Committee, at a time when Grantee becomes eligible for settlement of the RSUs upon Grantee's "separation from service" within the meaning of Section 409A of the Code, then to the extent necessary to prevent any accelerated or additional tax under Section 409A of the Code, such settlement will be delayed until the earlier of: (a) the date that is six months following Grantee's separation from service and (b) Grantee's death.

SECTION 20. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

SECTION 21. ACCEPTANCE.

Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. Grantee has read and understands the terms and provisions thereof, and accepts the RSUs subject to all of the terms and conditions of the Plan and this Agreement. Grantee acknowledges that there may be adverse tax consequences upon the vesting or settlement of the RSUs or disposition of the underlying shares and that Grantee has been advised to consult a tax advisor prior to such vesting, settlement or disposition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

INFUSYSTEM HOLDINGS, INC.

By: _____

Name: _____

Title: _____

GRANTEE

By: _____

Name: _____

SCHEDULE I
PERFORMANCE VESTING CONDITIONS

FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amended and Restated Employment Agreement (“**Agreement**”) is made as of the Effective Date between **InfuSystem Holdings, Inc.**, a Delaware corporation (the “**Company**”), and **Richard A. DiIorio**, an individual (“**Employee**”).

WHEREAS, the Company wishes to retain Employee’s services to work for the Company as its Chief Executive Officer (the “**Position**”) upon the terms and condition hereinafter set forth; and

WHEREAS, Employee wishes to serve in the Position upon the terms of this Agreement.

NOW, THEREFORE, for such consideration as set forth herein, the sufficiency of which is acknowledged by the Company and Employee, the Company and Employee hereby agree as follows:

1. Defined Terms.

“**Affiliates**” means all persons and entities directly or indirectly controlling, controlled by or under common control with the entity specified, where control may be by management authority, contract or equity interest.

“**Board**” means the Board of Directors of the Company.

“**Change of Control**” means: (a) the sale of all or substantially all of the assets of the Company; (b) the merger or recapitalization of the Company whereby the Company is not the surviving entity; or (c) the acquisition, directly or indirectly, of the beneficial ownership (within the meaning of that term as it is used in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) of fifty percent (50%) or more of the outstanding voting securities of the Company by any person, trust, entity or group.

“**Change of Control Termination**” means an Involuntary Termination within six months prior to, or 12 months following, a Change of Control. For the avoidance of doubt, a termination may be either an Involuntary Termination or a Change of Control Termination, but not both.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Effective Date**” means May 24, 2021.

“**Employment Period**” means the period of Employee’s employment with the Company governed by the terms and provisions of this Agreement.

“Involuntary Termination” means the termination of the Employee’s employment with the Company:

(i) involuntarily upon Employee’s discharge or dismissal; or

(ii) voluntarily or involuntarily, provided such termination occurs in connection with one of the following events without Employee’s written concurrence: (a) a change in Employee’s position with the Company or any successor which materially reduces Employee’s level of responsibility; (b) a material reduction in Employee’s level of compensation (including base salary, fringe benefits and any non-discretionary bonuses or other incentive payments earned pursuant to objective standards or criteria); (c) a material breach by the Company of this Agreement that is not remedied within 15 days of written notice from Employee specifying the details thereof; or (d) a change in the Employee’s principal work location to a location outside of the metropolitan Boston area.

“Termination for Cause” means an involuntary termination of Employee’s employment for (i) Employee’s willful misconduct or gross negligence which, in the good faith judgment of the Board, has a material adverse impact on the Company (either economically or on its reputation); (ii) Employee’s conviction of, or pleading of guilty or *nolo contendere* to, a felony or any crime involving fraud; (iii) Employee’s breach of his fiduciary duties to the Company; (iv) Employee’s failure to attempt in good faith to perform his duties or to follow the written legal direction of the Board, which failure, if susceptible of cure, is not remedied within 15 days of written notice from the Board specifying the details thereof; and (v) any other material breach by Employee of this Agreement, the Company’s written code of conduct, written code of ethics or other written policy that is not remedied within 15 days of written notice from the Board specifying the details thereof.

2. Terms of Employment. The Company hereby employs the Employee, and the Employee hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement.

3. Employment and Duties. During the Employment Period (as defined below), Employee will serve in the Position and will report to the Board. Employee will have such duties and responsibilities that are commensurate with such position and such other duties and responsibilities commensurate with such position as are from time to time assigned to Employee by the Board (or a committee thereof). During the Employment Period, Employee shall diligently and conscientiously devote his full business time, attention and energies to the performance of his duties and responsibilities hereunder. Employee shall not engage in any other employment or business activity without the express prior written consent of the Board. Employee shall not, directly or indirectly, engage or participate in any activities at any time during the term of this Agreement which conflict with the best interests of the Company. Employee shall work at such times and at such places as required by the Company. Employee shall, at all times during the Employment Period, discharge his duties herein described in consultation with and under the direction, approval and control of the Board. Notwithstanding any other provision of this Agreement, the Board reserves the absolute right, in its sole and absolute discretion, to make any and all decisions with respect to actions to be taken by Employee in connection with the rendering of his duties.

4. **Service as Director.** As of the Effective Date, the Board will appoint Employee as a member of the Board. Employee's failure to be re-elected to the Board, in and of itself, shall not constitute a termination of this Agreement, nor shall it entitle Employee to any severance benefits. Pursuant to the Company's policies, for the duration of this Agreement, Employee will fulfill his duties as a director to the Company and as an officer or director to the any affiliate thereof without additional compensation. This Agreement shall not in any way be construed or interpreted so as to affect adversely or otherwise impair the right of the Company or the stockholders to remove the Employee from the Board at any time in accordance with the provisions of applicable law.

5. **Term.** Employee's employment hereunder will be considered "at will". Accordingly, this Agreement and Employee's employment hereunder may be terminated at any time by either party.

6. Compensation; Performance Bonus.

A. Employee's base salary will be paid at the rate of \$550,000 per annum.

B. Employee's base salary will be paid at periodic intervals in accordance with the Company's normal payroll practices for salaried employees. Except as otherwise provided in this Agreement, Employee shall be paid a pro rata share of his base salary in accordance with the Company's normal payroll practices for salaried employees should his employment be terminated before the end of any given pay period. Employee's base salary may be reevaluated on a yearly basis and shall not be decreased below the amount set forth in Section 6.A., but there is no guarantee that such compensation shall be increased, and the decision as to an increase therein remains at the sole discretion of the Compensation Committee of the Board.

C. Employee will be eligible for an annual incentive compensation bonus of up to seventy percent (70%) of Employee's then-current base salary based upon satisfaction of certain performance targets. These performance targets will be developed annually by the Compensation Committee of the Board, in its sole discretion, and will relate to, among other things, the Company's Annual Operating Plan. All bonuses payable to Employee hereunder will be paid within sixty (60) days after the end of the calendar year for which the incentive compensation was earned; provided, however, that if it is administratively impracticable to make the payment by such date, the payment shall be made as soon as reasonably practicable thereafter, but in any event by the fifteenth (15th) day of the third (3rd) month following the calendar year for which the incentive compensation was earned. All bonuses pursuant to this paragraph, including Employee's satisfaction of the performance target applicable to any such bonus, are subject to approval of the Compensation Committee, in its sole discretion.

D. Employee may also be eligible for additional discretionary bonuses based on the achievement of certain specified goals established by the Compensation Committee. All bonuses pursuant to this paragraph are subject to approval by the Compensation Committee, in its sole discretion.

E. Employee will be eligible for option or restricted stock grants as determined by the Compensation Committee in its sole discretion.

F. The Company will deduct and withhold, from the compensation payable to Employee hereunder, any and all applicable federal, state and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation.

G. To the extent that any compensation paid or payable pursuant to this Agreement is considered “incentive-based compensation” within the meaning and subject to the requirements of Section 10D of the Securities Exchange Act of 1934 (the “**Exchange Act**”), such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company’s common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy. In addition, cash amounts paid and Company securities issued pursuant to this Agreement as “incentive-based compensation” are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of Employee’s conviction of, or pleading guilty or *nolo contendere* to, fraud; willful misconduct; uncured, material breach of the agreements to which Employee is currently or hereafter becomes a party; or other conduct by Employee that the Board determines is detrimental to the business or reputation of the Company and its subsidiaries, including facts and circumstances discovered after termination of employment.

7. Expense Reimbursement; Fringe Benefits.

A. Employee will be entitled to reimbursement from the Company for customary, ordinary and necessary business expenses incurred by Employee in the performance of Employee’s duties hereunder, in accordance with the terms of the Company’s expense guidelines provided on the Company’s internal website, provided that Employee’s entitlement to such reimbursements shall be conditioned upon Employee’s provision to the Company of vouchers, receipts and other substantiation of such expenses in accordance with Company policies. Any reimbursement to which the Employee is entitled pursuant to this Section 7.A that would constitute nonqualified deferred compensation subject to Section 409A of the Code shall be subject to the following additional rules: (i) no reimbursement of any such expense shall affect the Employee’s right to reimbursement of any other such expense in any other taxable year; (ii) reimbursement of the expense shall be made, if at all, not later than the end of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement shall not be subject to liquidation or exchange for any other benefit.

B. During the Employment Period, Employee will be eligible to participate in any group life insurance plan, group medical and/or dental insurance plan, accidental death and dismemberment plan, short-term disability program, long term disability program and other employee benefit plans, including profit sharing plans, cafeteria benefit programs and stock purchase and option plans, which are made available to executives and for which Employee qualifies under the terms of such plan or plans. Employee will not be entitled to any fringe benefits not provided in this Section 7 or the Company’s Employee Handbook, which handbook Employee acknowledges that the Company can amend at any time, in its sole discretion.

C. The Company will provide to Employee a Company-leased automobile of year, make and model selected by Employee (subject to the approval of the Company as to a reasonable amount).

8. Employee Covenants.

A. Non-Disclosure of Confidential Information. Employee acknowledges that, in and as a result of Employee's performing the duties hereunder, Employee will be making use of, acquiring, creating and/or adding to confidential and proprietary information of a special and unique nature and value relating to the customers, potential customers, customer lists, suppliers, vendors and agents of the Company and its Affiliates, the contracts, pricing lists, marketing plans, business records, accounting records, sales reports, billing systems, inventory systems, financing and loan documents, bank records, financial records and statements, tax filings and records, account lists, territory reports, quotation forms, advertising and marketing methods and techniques, systems, methodologies, facts, data, patent and license information of the Company, the computer systems, computer programs, software, web portal solutions, customer sales portal design, development, and programming of the Company, the employee payroll information and records, employee medical records, information contained in employee personnel files or other employee files of the Company, and all other information concerning the business and/or affairs of the Company (hereinafter "**Confidential Information**"). Notwithstanding anything herein to the contrary, the term "Confidential Information" does not include any data or information that has been voluntarily disclosed to the public by the Company or that enters the public domain through lawful means and not otherwise in breach of this Agreement.

i. As an inducement for the Company to enter into this Agreement, Employee agrees that he will not, at any time, either during the term of this Agreement or thereafter, divulge, review or communicate to any person, firm, corporation or entity whatsoever, directly or indirectly, or use for his own benefit or the benefit of others, any Confidential Information which may be in his possession or to which he has access. Employee further acknowledges that all records and lists of the customers and prospective customers of the Company, and all matters affecting or relating to the business and financial operation of the Company, are the property of the Company and are considered Confidential Information and greatly affect the effective and successful conduct of the business of the Company and the goodwill of the Company. Employee hereby agrees that he shall never divulge, disclose or communicate any Confidential Information to any person, firm, corporation or other entity during the term of this Agreement or thereafter, so long as such information remains Confidential Information.

ii. Employee agrees that any books, manuals, price lists, customer lists, supplier and/or distributor lists, plans, samples or other written or electronic evidence and/or forms of Confidential Information, including, but not limited to emails, computer files and all other electronic media, shall only be used by Employee during the term of this Agreement and constitute the property of the Company. Employee is only authorized to use these materials while undertaking his responsibilities under this Agreement. All of these materials must be returned to the Company or destroyed by Employee upon his separation from the Company for any reason whatsoever.

iii. The confidentiality obligations herein shall not prohibit Employee from divulging confidential information or trade secrets by order of court or agency of competent jurisdiction or as required by law.

B. Covenants Against Competition. Employee acknowledges that his duties as herein described are of a special and unusual character which have a unique value to the Company, the loss of which could not be adequately compensated by damages in an action at law. In view of the unique value to the Company of the Employee's duties for which the Company has contracted hereunder, because of the Confidential Information to be retained by or disclosed to Employee as set forth above and as a material inducement to the Company to enter into this Agreement, Employee covenants and agrees that, unless the Company and its successors and assigns shall cease to engage in business:

i. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, solicit the customers of the Company or its Affiliates or divert the customers of the Company from doing business with the Company, and further, shall not induce any individual or entity to refrain from referring customers or work to the Company. For purposes of this Section 8.B.i, the customers of the Company shall include:

1. any individual, business or governmental entity which purchased goods or services from the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employee learned or had access to Confidential Information;

2. any individual, business or governmental entity whose name appears on a list of prospective customers maintained by the Company to which Employee had access;

3. any suppliers, distributors, vendors or other entities which provided goods or services to the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information; and

4. any non-profit organizations, large customer facilities or referral sources which did any business with, or referred any customers to, the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information.

ii. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, own, manage, operate, join, control, accept employment with, or participate in the ownership, management, operation or control of, or act as an employee, agent or consultant to, or be connected in any manner with, any business which is competitive with the Company in any states, territories or provinces of the United States, Canada, Mexico or any other countries in which the Company has conducted business at any time prior to Employee's separation from the Company, or such states, territories or provinces as to which the Company has future plans to expand its business into, for any reason whatsoever.

iii. During the term of this Agreement and for a period of three (3) years thereafter, regardless of the reason for Employee's separation of employment from the Company, Employee shall not, directly or indirectly, solicit for employment or employ any employees, agents or independent contractors of the Company or their assigns, unless previously agreed to in writing by the Company or its assigns.

C. Employee's Review of Sections 8.A and 8.B.

i. Employee has carefully read and considered the provisions of Sections 8.A and 8.B hereof and, having done so, agrees that the restrictions set forth in such Sections are fair and reasonable and are reasonably required for the protection of the interests of the Company, its officers, directors and other employees. Employee acknowledges that the restrictions set forth in Sections 8.A and 8.B hereof will not unreasonably restrict or interfere with Employee's ability to obtain future employment.

ii. It is the belief of the parties that the best protection which can be given to the Company which does not in any manner infringe on the rights of Employee to conduct any unrelated business, is to provide for the restrictions described above. In the event any of said restrictions shall be held unenforceable by any court of competent jurisdiction, the parties hereto agree that it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of any limitation deemed unenforceable and, as so modified, the covenant shall be as fully enforceable as if it had been set forth herein by the parties. In determining this limitation, it is the intent of the parties that the court recognize that the parties hereto desire that this covenant not to compete be imposed and maintained to the greatest extent possible.

iii. In the event of a breach of Sections 8.A and 8.B, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to a permanent injunction, in order to prevent or restrain any such breach by Employee, or by Employee's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with Employee

D. No Disparagement. Employee shall not make any public statements or disclosures regarding the terms of Employee's employment with the Company, this Agreement or the termination of Employee's employment (for any reason whatsoever) which are not pre-approved in writing by the Company. Further, Employee shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize the Company, its parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, and the Company, along with any parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize Employee. Notwithstanding this Section 8.D, nothing contained herein shall limit or impair the ability of any party to provide truthful testimony in response to any validly issued subpoena.

E. Protection of Company Intellectual Property.

i. Employee hereby assigns to the Company all rights, title and interest in and to all creations which are or may become legally protectable or recognized as forms of intellectual property rights, including all works, whether registerable or not, in which copyright, design right or any form of intellectual property rights may subsist, including, but not limited to all innovations, inventions, improvements, marks, grants, designs, processes, methods, formulas, techniques, videotapes, audiotapes and computer programs, (all referred to as "**Intellectual Property**"), which Employee, either solely or jointly, conceives, makes or reduces to practice during the time that this Agreement is in effect, which relate to or touch upon Employee's services to the Company, or any aspect of the Company's business, including but not limited to anything related to Confidential Information. All such Intellectual Property shall be the absolute property of the Company. Employee shall make and maintain written records of and promptly and fully disclose to the Company all such Intellectual Property.

ii. During and after termination the Employment Period, Employee shall perform all useful or necessary acts to assist the Company, as it may elect, to file patent, design, mark and copyright applications in the United States and foreign countries to protect or maintain rights in the Intellectual Property, and also perform all useful or necessary acts to assist the Company in any related proceedings or litigation as to such Intellectual Property.

F. Rules and Regulations. Employee agrees to comply with all rules and regulations of the Company as established from time to time, including, but not limited to, the Employee Handbook and InfuSystem Expense Guidelines.

G. Transition and Other Assistance. During the 30 days following the termination of the Employment Period, Employee will take all actions the Company may reasonably request to maintain the Company's business, goodwill and business relationships and to assist with transition matters, all at the Company's expense. In addition, upon the receipt of notice from the Company (including outside counsel), during the Employment Period and for a reasonable amount of time thereafter, Employee will respond and provide information with regard to matters in which he has knowledge as a result of his employment with the Company, and will provide assistance to the Company and its representatives in the defense or prosecution of any claims that may be made by or against the Company, to the extent that such claims may relate to the period of Employee's employment with the Company, all at Company expense.

H. Restrictive Covenant. During the Employment Period, Employee will not directly or indirectly, whether for Employee's own account or as an employee, director, consultant or advisor, provide services to any business enterprise other than the Company or its Affiliates, unless otherwise authorized by the Board in writing.

I. Survival of Provisions. The obligations contained in this Section 8 will survive the termination of Employee's employment with the Company and will be fully enforceable thereafter.

J. Clawback. During the Employment Period and thereafter to the extent required by applicable law, Employee hereby covenants and agrees to abide by the terms of the Company's "Policy on Clawback" once final rules are issued by the U.S. Securities and Exchange Commission, listing standards are adopted by the New York Stock Exchange and such policy is then adopted by the Board.

9. **Termination of Employment**. Employee expressly acknowledges that this Agreement is terminable at will by Employee or the Company, with or without cause, and without payment, penalty or further obligation except as follows:

A. Death and Permanent Disability. Upon Employee's death or permanent disability during the Employment Period, the employment relationship created pursuant to this Agreement will immediately terminate and no further compensation will become payable to Employee pursuant to Section 6 or Section 7. Should Employee's employment with the Company terminate by reason of Employee's death or permanent disability during the Employment Period, (i) the unpaid base salary earned by Employee pursuant to Section 6.A for services rendered through the date of Employee's death or permanent disability, as applicable, (ii) any accrued but unpaid compensation pursuant to Section 6.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus a pro rata portion, based on the date of death or permanent disability, of the bonus compensation pursuant to Section 6.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, (iii) unreimbursed amounts under Section 7.A, and (iv) the limited death, disability, and/or income continuation benefits provided under Section 7.B, if any, will be payable within thirty (30) days of the death or permanent disability; provided, however, that any amount in respect of clause (ii) shall be paid in accordance with clause (ii). For purposes of this Agreement, Employee will be deemed "**permanently disabled**" if Employee is so characterized pursuant to the terms of the Company's disability policies or programs applicable to Employee from time to time, or if no such policy is applicable, if Employee is unable to perform his duties or responsibilities to the Company as a result of physical or mental ailment or incapacity for an aggregate period of one hundred eighty (180) calendar days (whether or not consecutive).

B. Involuntary Termination; Change of Control Termination. Upon termination of Employee's employment by reason of Involuntary Termination or Change of Control Termination (other than a Termination for Cause), the employment relationship created pursuant to this Agreement will terminate and no further compensation will become payable to Employee pursuant to Section 6 or Section 7 upon the effectiveness of such Involuntary Termination or Change of Control Termination. Upon Employee's Involuntary Termination or Change of Control Termination (other than a Termination for Cause), Employee will be entitled to receive only the amounts provided in this Section 9.B: (i) the unpaid base salary earned by Employee pursuant to Section 6.A for services rendered through the date of such termination; (ii) any accrued but unpaid compensation pursuant to Section 6.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus (x) in the case of an Involuntary Termination, a pro rata portion, based on the date of the Involuntary Termination, of the bonus compensation pursuant to Section 6.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year or (y) in the case of a Change in Control Termination, the entire bonus compensation pursuant to Section 6.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, with this amount to be paid within 30 days after the Change of Control Termination; (iii) unreimbursed amounts under Section 7.A; (iv) a lump sum severance payment in an aggregate amount equal to twelve (12) months (in the case of an Involuntary Termination) or eighteen (18) months (in the case of a Change of Control Termination) of the Employee's then current base salary; and (v) twelve (12) months (in the case of an Involuntary Termination) or eighteen (18) months (in the case of a Change of Control Termination) of COBRA coverage under the Company's medical, dental and vision plans, as then in effect, at the cost paid by active employees of the Company, if and to the extent the Employee and his eligible dependents (a) are participating in such plans on his effective date of termination and (b) timely enroll for COBRA coverage thereunder. The severance pay and benefits in respect of clauses (iv) and (v) shall be contingent upon Employee's execution and delivery to the Company of an unconditional general release, in form satisfactory to the Company, of all claims against the Company and its Affiliates and their respective directors, officers, employees and representatives, arising from or in connection with this Agreement or Employee's employment with the Company, subject to applicable law. Further, the severance pay and benefits set forth in clauses (iv) and (v) shall be contingent upon Employee's continued performance of his obligations under Sections 8.A, 8.B, 8.D, 8.E and 8.G. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination or Change of Control Termination; any amount in respect of clause (ii) shall be paid in accordance with clause (ii); and any severance amount in respect of clause (iv) shall be paid as soon as administratively feasible after the Employee's execution and delivery to the Company an unconditional general release, as described in this Section 9.B.

C. Termination for Cause. The Company may at any time, upon written notice, terminate Employee's employment hereunder for any act qualifying as a Termination for Cause. Such termination will be effective immediately upon such notice. Upon such Termination for Cause, the Company will only be required to pay Employee (i) any unpaid compensation earned by Employee pursuant to Section 6.A, (ii) any accrued but unpaid compensation pursuant to Section 6.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, and (iii) unreimbursed amounts under Section 7.A; no termination or severance benefits will be payable to Employee under Section 9.B. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination; and any amount in respect of clause (ii) shall be paid in accordance with clause (ii).

D. Resignations. Upon any termination of Employee's employment, Employee will immediately resign from (1) all officer or other positions of the Company and its Affiliates and (2) all fiduciary positions (including as trustee) Employee then holds with respect to any pension plans or trusts established by the Company.

10. Indemnification; Liability Insurance.

A. The Company hereby agrees to indemnify Employee and hold him harmless to the fullest extent permitted under the by-laws of the Company in effect on the date of this Agreement against and in respect to any actual or threatened actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages (collectively, "**Claims**") resulting from the good faith performance of his assigned duties and responsibilities with the Company and any affiliates or subsidiaries of the Company. In furtherance of the Company's obligation to advance expenses under the by-laws of the Company in effect on the date of this Agreement, the Company, within 10 days of presentation of invoices, will advance to Employee reimbursement of all legal fees and disbursements Employee actually incurs in connection with any potentially indemnifiable matter provided that Employee, to the extent required by applicable law, undertake to repay such amount in the event that it is ultimately determined that Employee is not entitled to be indemnified. In addition, the Company will cover Employee under directors and officers liability insurance both during and, while potential liability exists, after the termination of Employee's employment in the same amount and to the same extent as the Company covers its other officers and directors. To the extent permitted by applicable law and the Company's by-laws in effect on the date of this Agreement, Employee will not be liable to the Company or any of its affiliates or subsidiaries for his acts or omissions, except to the extent that such acts or omissions were not made in the good faith performance of his assigned duties and responsibilities. The obligations and limits contained in this Section 10 will survive the termination of Employee's employment with the Company.

B. Employee hereby agrees to indemnify the Company, its Affiliates, and their respective successors, assigns, directors, officers, employees and representatives and hold them harmless to the fullest extent permitted under the law against and in respect of any actual or threatened Claims resulting from or attributable to any and all willful, criminal or grossly negligent acts or omissions of Employee in connection with Employee's actions under this Agreement; provided, however, that to the extent any such liabilities, costs, damages, expenses and attorney's fees are compensated for by insurance purchased by the Company and/or Employee, Employee shall not be required to reimburse the Company for the same.

11. **Section 409A.** This Agreement shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that, to the extent applicable, amounts earned and payable pursuant to this Agreement shall constitute short-term deferrals exempt from the application of Section 409A and, if not exempt, that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of Section 409A. Any payments to be made under this Agreement upon a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A. Notwithstanding anything in the Agreement to the contrary, if the Employee is determined to be a "specified employee" (as defined in Section 409A) for the year in which Employee incurs a separation from service, any payment due under the Agreement that is not permitted to be paid on the date of such separation without the imposition of additional taxes, interest and penalties under Section 409A shall be paid on the first business day following the six-month anniversary of the Employee's date of separation or, if earlier, Employee's death. If the period for considering and revoking the release described in Section 9.B. spans two taxable years, payments will not commence until the second taxable year. Any payments in respect of clauses (v) or (vi) of Section 9.B. shall be made upon the expiration of the maximum period to review and revoke the release referenced in Section 9.B.

12. **Choice of Law.** This Agreement is being executed and delivered in the State of Michigan. The provisions of this Agreement will be construed and interpreted under the laws of the State of Michigan, excluding such jurisdiction's conflict of laws principles. The parties expressly agree that the Oakland County Circuit Court shall have exclusive jurisdiction over any disputes arising out of this Agreement and that venue is only appropriate in such circuit court.

13. **Entire Agreement; Severability; Amendments.** This Agreement, along with the other agreements referred to herein, contain the entire agreement of the parties relating to the subject matter hereof and supersede any and all negotiations, discussions, proposed drafts and previous employment and compensation agreements. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The provisions of this Agreement shall be deemed severable and, if any provision is found to be illegal, invalid or unenforceable for any reason, (a) the provision will be amended automatically to the minimum extent necessary to cure the illegality or invalidity and permit enforcement and (b) the illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the other provisions hereof. No amendments, alterations or modifications of this Agreement will be valid unless made in writing and signed by Employee and a duly authorized officer or director of the Company.

14. **Assignment.** Notwithstanding anything else herein, this Agreement is personal to Employee and neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by Employee. Notwithstanding anything to the contrary, in the event of Employee's death, any amounts owing to Employee as compensation shall be payable to a beneficiary designated in writing by Employee, or if no such designation was made, to Employee's estate. The Company may assign this Agreement to an Affiliate or to any acquiror of all or substantially all of the business, stock and/or assets of the Company, in which case the term "Company" will mean such affiliate or acquiror. This Agreement will inure to the benefit of and be binding upon the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assignees of the parties.

15. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

16. **Counterparts, Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. To the maximum extent permitted by applicable law, this Agreement may be executed via facsimile or scanned electronic mail transmission.

17. **Binding Agreement.** This Agreement shall become effective only upon execution by both parties. The submission of this Agreement for review to Employee shall not be construed to be a binding offer of employment.

18. **Notices.** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, and sent by certified mail, return receipt requested, via overnight courier, or hand delivered to the Company at Office of the Corporate Secretary, 3851 W. Hamlin Road, Rochester Hills, Michigan 48309 and to Employee at the most recent address reflected in the Company's permanent records.

19. **Headings.** The section headings as herein used are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

20. **Construction.** The parties acknowledge that they jointly drafted this Agreement, that no party can be properly referred to as the drafter of same and that none of the language contained here can be properly construed against either party as the drafter of same.

InfuSystem Holdings, Inc.

By: /s/ Scott Shuda

Name: Scott Shuda

Title: Chairman of the Board

/s/ Richard A. DiIorio

Richard A. DiIorio

FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amended and Restated Employment Agreement (“**Agreement**”) is made as of the Effective Date between **InfuSystem Holdings, Inc.**, a Delaware corporation (the “**Company**”), and **Barry Steele**, an individual (“**Employee**”).

WHEREAS, the Company wishes to retain Employee’s services to work for the Company as its Executive Vice President and Chief Financial Officer (the “**Position**”) upon the terms and condition hereinafter set forth; and

WHEREAS, Employee wishes to serve in the Position upon the terms of this Agreement.

NOW, THEREFORE, for such consideration as set forth herein, the sufficiency of which is acknowledged by the Company and Employee, the Company and Employee hereby agree as follows:

1. Defined Terms.

“**Affiliates**” means all persons and entities directly or indirectly controlling, controlled by or under common control with the entity specified, where control may be by management authority, contract or equity interest.

“**Board**” means the Board of Directors of the Company.

“**Change of Control**” means: (a) the sale of all or substantially all of the assets of the Company; (b) the merger or recapitalization of the Company whereby the Company is not the surviving entity; or (c) the acquisition, directly or indirectly, of the beneficial ownership (within the meaning of that term as it is used in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) of fifty percent (50%) or more of the outstanding voting securities of the Company by any person, trust, entity or group.

“**Change of Control Termination**” means an Involuntary Termination within six months prior to, or 12 months following, a Change of Control. For the avoidance of doubt, a termination may be either an Involuntary Termination or a Change of Control Termination, but not both.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Effective Date**” means May 24, 2021.

“**Employment Period**” means the period of Employee’s employment with the Company governed by the terms and provisions of this Agreement.

“Involuntary Termination” means the termination of the Employee’s employment with the Company:

(i) involuntarily upon Employee’s discharge or dismissal; or

(ii) voluntarily or involuntarily, provided such termination occurs in connection with one of the following events without Employee’s written concurrence: (a) a change in Employee’s position with the Company or any successor which materially reduces Employee’s level of responsibility; (b) a material reduction in Employee’s level of compensation (including base salary, fringe benefits and any non-discretionary bonuses or other incentive payments earned pursuant to objective standards or criteria); or (c) a material breach by the Company of this Agreement that is not remedied within 15 days of written notice from Employee specifying the details thereof.

“Termination for Cause” means an involuntary termination of Employee’s employment for (i) Employee’s willful misconduct or gross negligence which, in the good faith judgment of the Board, has a material adverse impact on the Company (either economically or on its reputation); (ii) Employee’s conviction of, or pleading of guilty or *nolo contendere* to, a felony or any crime involving fraud; (iii) Employee’s breach of his fiduciary duties to the Company; (iv) Employee’s failure to attempt in good faith to perform his duties or to follow the written legal direction of the CEO, which failure, if susceptible of cure, is not remedied within 15 days of written notice from the CEO specifying the details thereof; and (v) any other material breach by Employee of this Agreement, the Company’s written code of conduct, written code of ethics or other written policy that is not remedied within 15 days of written notice from the CEO specifying the details thereof.

2. Terms of Employment. The Company hereby employs the Employee, and the Employee hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement.

3. Employment and Duties. During the Employment Period (as defined below), Employee will serve in the Position and will report to the CEO. Employee will have such duties and responsibilities that are commensurate with such position and such other duties and responsibilities commensurate with such position as are from time to time assigned to Employee by the CEO. During the Employment Period, Employee shall diligently and conscientiously devote his full business time, attention and energies to the performance of his duties and responsibilities hereunder. Employee shall not engage in any other employment or business activity without the express prior written consent of the CEO and the Board. Employee shall not, directly or indirectly, engage or participate in any activities at any time during the term of this Agreement which conflict with the best interests of the Company. Employee shall work at such times and at such places as required by the Company. Employee shall, at all times during the Employment Period, discharge his duties herein described in consultation with and under the direction, approval and control of the CEO. Notwithstanding any other provision of this Agreement, the CEO reserves the absolute right, in his or her sole and absolute discretion, to make any and all decisions with respect to actions to be taken by Employee in connection with the rendering of his duties in accordance with professional standards.

4. Term. Employee’s employment hereunder will be considered “at will”. Accordingly, this Agreement and Employee’s employment hereunder may be terminated at any time by either party.

5. Compensation; Performance Bonus.

A. Employee's base salary will be paid at the rate of \$275,000 per annum.

B. Employee's base salary will be paid at periodic intervals in accordance with the Company's normal payroll practices for salaried employees. Except as otherwise provided in this Agreement, Employee shall be paid a pro rata share of his base salary in accordance with the Company's normal payroll practices for salaried employees should his employment be terminated before the end of any given pay period. Employee's base salary may be reevaluated on a yearly basis and shall not be decreased below the amount set forth in Section 5.A., but there is no guarantee that such compensation shall be increased, and the decision as to an increase therein remains at the discretion of the CEO and the Compensation Committee of the Board.

C. Employee will be eligible for an annual incentive compensation bonus of up to forty percent (40%) of Employee's then-current base salary based upon satisfaction of certain performance targets. These performance targets will be developed annually by the CEO, in his or her sole discretion, and will relate to, among other things, the Company's Annual Operating Plan. All bonuses payable to Employee hereunder will be paid within sixty (60) days after the end of the calendar year for which the incentive compensation was earned; provided, however, that if it is administratively impracticable to make the payment by such date, the payment shall be made as soon as reasonably practicable thereafter, but in any event by the fifteenth (15th) day of the third (3rd) month following the calendar year for which the incentive compensation was earned. All bonuses pursuant to this paragraph, including Employee's satisfaction of the performance target applicable to any such bonus, are subject to approval of the Compensation Committee, in its sole discretion.

D. Employee may also be eligible for additional discretionary bonuses based on the achievement of certain specified goals established by the Compensation Committee. All bonuses pursuant to this paragraph are subject to approval by the Compensation Committee, in its sole discretion.

E. Employee will be eligible for option or restricted stock grants as determined by the Compensation Committee in its sole discretion.

F. The Company will deduct and withhold, from the compensation payable to Employee hereunder, any and all applicable federal, state and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation.

G. To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Securities Exchange Act of 1934 (the "**Exchange Act**"), such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy. In addition, cash amounts paid and Company securities issued pursuant to this Agreement as "incentive-based compensation" are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of Employee's conviction of, or pleading guilty or *nolo contendere* to, fraud; willful misconduct; uncured, material breach of the agreements to which Employee is currently or hereafter becomes a party; or other conduct by Employee that the Board determines is detrimental to the business or reputation of the Company and its subsidiaries, including facts and circumstances discovered after termination of employment.

6. Expense Reimbursement; Fringe Benefits.

A. Employee will be entitled to reimbursement from the Company for customary, ordinary and necessary business expenses incurred by Employee in the performance of Employee's duties hereunder, in accordance with the terms of the Company's expense guidelines provided on the Company's internal website, provided that Employee's entitlement to such reimbursements shall be conditioned upon Employee's provision to the Company of vouchers, receipts and other substantiation of such expenses in accordance with Company policies. Any reimbursement to which the Employee is entitled pursuant to this Section 6.A that would constitute nonqualified deferred compensation subject to Section 409A of the Code shall be subject to the following additional rules: (i) no reimbursement of any such expense shall affect the Employee's right to reimbursement of any other such expense in any other taxable year; (ii) reimbursement of the expense shall be made, if at all, not later than the end of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement shall not be subject to liquidation or exchange for any other benefit.

B. During the Employment Period, Employee will be eligible to participate in any group life insurance plan, group medical and/or dental insurance plan, accidental death and dismemberment plan, short-term disability program, long term disability program and other employee benefit plans, including profit sharing plans, cafeteria benefit programs and stock purchase and option plans, which are made available to executives and for which Employee qualifies under the terms of such plan or plans. Employee will not be entitled to any fringe benefits not provided in this Section 6 or the Company's Employee Handbook, which handbook Employee acknowledges that the Company can amend at any time, in its sole discretion.

7. Employee Covenants.

A. Non-Disclosure of Confidential Information. Employee acknowledges that, in and as a result of Employee's performing the duties hereunder, Employee will be making use of, acquiring, creating and/or adding to confidential and proprietary information of a special and unique nature and value relating to the customers, potential customers, customer lists, suppliers, vendors and agents of the Company and its Affiliates, the contracts, pricing lists, marketing plans, business records, accounting records, sales reports, billing systems, inventory systems, financing and loan documents, bank records, financial records and statements, tax filings and records, account lists, territory reports, quotation forms, advertising and marketing methods and techniques, systems, methodologies, facts, data, patent and license information of the Company, the computer systems, computer programs, software, web portal solutions, customer sales portal design, development, and programming of the Company, the employee payroll information and records, employee medical records, information contained in employee personnel files or other employee files of the Company, and all other information concerning the business and/or affairs of the Company (hereinafter "**Confidential Information**"). Notwithstanding anything herein to the contrary, the term "Confidential Information" does not include any data or information that has been voluntarily disclosed to the public by the Company or that enters the public domain through lawful means and not otherwise in breach of this Agreement.

i. As an inducement for the Company to enter into this Agreement, Employee agrees that he will not, at any time, either during the term of this Agreement or thereafter, divulge, review or communicate to any person, firm, corporation or entity whatsoever, directly or indirectly, or use for his own benefit or the benefit of others, any Confidential Information which may be in his possession or to which he has access. Employee further acknowledges that all records and lists of the customers and prospective customers of the Company, and all matters affecting or relating to the business and financial operation of the Company, are the property of the Company and are considered Confidential Information and greatly affect the effective and successful conduct of the business of the Company and the goodwill of the Company. Employee hereby agrees that he shall never divulge, disclose or communicate any Confidential Information to any person, firm, corporation or other entity during the term of this Agreement or thereafter, so long as such information remains Confidential Information.

ii. Employee agrees that any books, manuals, price lists, customer lists, supplier and/or distributor lists, plans, samples or other written or electronic evidence and/or forms of Confidential Information, including, but not limited to emails, computer files and all other electronic media, shall only be used by Employee during the term of this Agreement and constitute the property of the Company. Employee is only authorized to use these materials while undertaking his responsibilities under this Agreement. All of these materials must be returned to the Company or destroyed by Employee upon his separation from the Company for any reason whatsoever.

iii. The confidentiality obligations herein shall not prohibit Employee from divulging confidential information or trade secrets by order of court or agency of competent jurisdiction or as required by law.

B. Covenants Against Competition. Employee acknowledges that his duties as herein described are of a special and unusual character which have a unique value to the Company, the loss of which could not be adequately compensated by damages in an action at law. In view of the unique value to the Company of the Employee's duties for which the Company has contracted hereunder, because of the Confidential Information to be retained by or disclosed to Employee as set forth above and as a material inducement to the Company to enter into this Agreement, Employee covenants and agrees that, unless the Company and its successors and assigns shall cease to engage in business:

i. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, solicit the customers of the Company or its Affiliates or divert the customers of the Company from doing business with the Company, and further, shall not induce any individual or entity to refrain from referring customers or work to the Company. For purposes of this Section 7.B.i., the customers of the Company shall include:

1. any individual, business or governmental entity which purchased goods or services from the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employee learned or had access to Confidential Information;

2. any individual, business or governmental entity whose name appears on a list of prospective customers maintained by the Company to which Employee had access;

3. any suppliers, distributors, vendors or other entities which provided goods or services to the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information; and

4. any non-profit organizations, large customer facilities or referral sources which did any business with, or referred any customers to, the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information.

ii. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, own, manage, operate, join, control, accept employment with, or participate in the ownership, management, operation or control of, or act as an employee, agent or consultant to, or be connected in any manner with, any business which is competitive with the Company in any states, territories or provinces of the United States, Canada, Mexico or any other countries in which the Company has conducted business at any time prior to Employee's separation from the Company, or such states, territories or provinces as to which the Company has future plans to expand its business into, for any reason whatsoever.

iii. During the term of this Agreement and for a period of three (3) years thereafter, regardless of the reason for Employee's separation of employment from the Company, Employee shall not, directly or indirectly, solicit for employment or employ any employees, agents or independent contractors of the Company or their assigns, unless previously agreed to in writing by the Company or its assigns.

C. Employee's Review of Sections 7.A and 7.B.

i. Employee has carefully read and considered the provisions of Sections 7.A and 7.B hereof and, having done so, agrees that the restrictions set forth in such Sections are fair and reasonable and are reasonably required for the protection of the interests of the Company, its officers, directors and other employees. Employee acknowledges that the restrictions set forth in Sections 7.A and 7.B hereof will not unreasonably restrict or interfere with Employee's ability to obtain future employment.

ii. It is the belief of the parties that the best protection which can be given to the Company which does not in any manner infringe on the rights of Employee to conduct any unrelated business, is to provide for the restrictions described above. In the event any of said restrictions shall be held unenforceable by any court of competent jurisdiction, the parties hereto agree that it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of any limitation deemed unenforceable and, as so modified, the covenant shall be as fully enforceable as if it had been set forth herein by the parties. In determining this limitation, it is the intent of the parties that the court recognize that the parties hereto desire that this covenant not to compete be imposed and maintained to the greatest extent possible.

iii. In the event of a breach of Sections 7.A and 7.B, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to a permanent injunction, in order to prevent or restrain any such breach by Employee, or by Employee's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with Employee

D. No Disparagement. Employee shall not make any public statements or disclosures regarding the terms of Employee's employment with the Company, this Agreement or the termination of Employee's employment (for any reason whatsoever) which are not pre-approved in writing by the Company. Further, Employee shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize the Company, its parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, and the Company, along with any parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize Employee. Notwithstanding this Section 7.D, nothing contained herein shall limit or impair the ability of any party to provide truthful testimony in response to any validly issued subpoena.

E. Protection of Company Intellectual Property.

i. Employee hereby assigns to the Company all rights, title and interest in and to all creations which are or may become legally protectable or recognized as forms of intellectual property rights, including all works, whether registerable or not, in which copyright, design right or any form of intellectual property rights may subsist, including, but not limited to all innovations, inventions, improvements, marks, grants, designs, processes, methods, formulas, techniques, videotapes, audiotapes and computer programs, (all referred to as "**Intellectual Property**"), which Employee, either solely or jointly, conceives, makes or reduces to practice during the time that this Agreement is in effect, which relate to or touch upon Employee's services to the Company, or any aspect of the Company's business, including but not limited to anything related to Confidential Information. All such Intellectual Property shall be the absolute property of the Company. Employee shall make and maintain written records of and promptly and fully disclose to the Company all such Intellectual Property.

ii. During and after termination the Employment Period, Employee shall perform all useful or necessary acts to assist the Company, as it may elect, to file patent, design, mark and copyright applications in the United States and foreign countries to protect or maintain rights in the Intellectual Property, and also perform all useful or necessary acts to assist the Company in any related proceedings or litigation as to such Intellectual Property.

F. Rules and Regulations. Employee agrees to comply with all rules and regulations of the Company as established from time to time, including, but not limited to, the Employee Handbook and InfuSystem Expense Guidelines.

G. Transition and Other Assistance. During the 30 days following the termination of the Employment Period, Employee will take all actions the Company may reasonably request to maintain the Company's business, goodwill and business relationships and to assist with transition matters, all at the Company's expense. In addition, upon the receipt of notice from the Company (including outside counsel), during the Employment Period and for a reasonable amount of time thereafter, Employee will respond and provide information with regard to matters in which he has knowledge as a result of his employment with the Company, and will provide assistance to the Company and its representatives in the defense or prosecution of any claims that may be made by or against the Company, to the extent that such claims may relate to the period of Employee's employment with the Company, all at Company expense.

H. Restrictive Covenant. During the Employment Period, Employee will not directly or indirectly, whether for Employee's own account or as an employee, director, consultant or advisor, provide services to any business enterprise other than the Company or its Affiliates, unless otherwise authorized by the Board in writing.

I. Survival of Provisions. The obligations contained in this Section 7 will survive the termination of Employee's employment with the Company and will be fully enforceable thereafter.

J. Clawback. During the Employment Period and thereafter to the extent required by applicable law, Employee hereby covenants and agrees to abide by the terms of the Company's "Policy on Clawback" once final rules are issued by the U.S. Securities and Exchange Commission, listing standards are adopted by the New York Stock Exchange and such policy is then adopted by the Board.

8. **Termination of Employment**. Employee expressly acknowledges that this Agreement is terminable at will by Employee or the Company, with or without cause, and without payment, penalty or further obligation except as follows:

A. Death and Permanent Disability. Upon Employee's death or permanent disability during the Employment Period, the employment relationship created pursuant to this Agreement will immediately terminate and no further compensation will become payable to Employee pursuant to Section 5 or Section 6. Should Employee's employment with the Company terminate by reason of Employee's death or permanent disability during the Employment Period, (i) the unpaid base salary earned by Employee pursuant to Section 5.A for services rendered through the date of Employee's death or permanent disability, as applicable, (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus a pro rata portion, based on the date of death or permanent disability, of the bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, (iii) unreimbursed amounts under Section 6.A, and (iv) the limited death, disability, and/or income continuation benefits provided under Section 6.B, if any, will be payable within thirty (30) days of the death or permanent disability; provided, however, that any amount in respect of clause (ii) shall be paid in accordance with clause (ii). For purposes of this Agreement, Employee will be deemed "**permanently disabled**" if Employee is so characterized pursuant to the terms of the Company's disability policies or programs applicable to Employee from time to time, or if no such policy is applicable, if Employee is unable to perform his duties or responsibilities to the Company as a result of physical or mental ailment or incapacity for an aggregate period of one hundred eighty (180) calendar days (whether or not consecutive).

B. Involuntary Termination; Change of Control Termination. Upon termination of Employee's employment by reason of Involuntary Termination or Change of Control Termination (other than a Termination for Cause), the employment relationship created pursuant to this Agreement will terminate and no further compensation will become payable to Employee pursuant to Section 5 or Section 6 upon the effectiveness of such Involuntary Termination or Change of Control Termination. Upon Employee's Involuntary Termination or Change of Control Termination (other than a Termination for Cause), Employee will be entitled to receive only the amounts provided in this Section 8.B: (i) the unpaid base salary earned by Employee pursuant to Section 5.A for services rendered through the date of such termination; (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus (x) in the case of an Involuntary Termination, a pro rata portion, based on the date of the Involuntary Termination, of the bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year or (y) in the case of a Change in Control Termination, the entire bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, with this amount to be paid within 30 days after the Change of Control Termination; (iii) unreimbursed amounts under Section 6.A; (iv) a lump sum severance payment in an aggregate amount equal to twelve (12) months of the Employee's then current base salary; and (v) twelve (12) months of COBRA coverage under the Company's medical, dental and vision plans, as then in effect, at the cost paid by active employees of the Company, if and to the extent the Employee and his eligible dependents (a) are participating in such plans on his effective date of termination and (b) timely enroll for COBRA coverage thereunder. The severance pay and benefits in respect of clauses (iv) and (v) shall be contingent upon Employee's execution and delivery to the Company of an unconditional general release, in form satisfactory to the Company, of all claims against the Company and its Affiliates and their respective directors, officers, employees and representatives, arising from or in connection with this Agreement or Employee's employment with the Company, subject to applicable law. Further, the severance pay and benefits set forth in clauses (iv) and (v) shall be contingent upon Employee's continued performance of his obligations under Sections 7.A, 7.B, 7.D, 7.E and 7.G. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination or Change of Control Termination; any amount in respect of clause (ii) shall be paid in accordance with clause (ii); and any severance amount in respect of clause (iv) shall be paid as soon as administratively feasible after the Employee's execution and delivery to the Company an unconditional general release, as described in this Section 8.B.

C. Termination for Cause. The Company may at any time, upon written notice, terminate Employee's employment hereunder for any act qualifying as a Termination for Cause. Such termination will be effective immediately upon such notice. Upon such Termination for Cause, the Company will only be required to pay Employee (i) any unpaid compensation earned by Employee pursuant to Section 5.A, (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, and (iii) unreimbursed amounts under Section 6.A; no termination or severance benefits will be payable to Employee under Section 8.B. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination; and any amount in respect of clause (ii) shall be paid in accordance with clause (ii).

D. Resignations. Upon any termination of Employee's employment, Employee will immediately resign from (1) all officer or other positions of the Company and its Affiliates and (2) all fiduciary positions (including as trustee) Employee then holds with respect to any pension plans or trusts established by the Company.

9. **Indemnification; Liability Insurance.**

A. The Company hereby agrees to indemnify Employee and hold him harmless to the fullest extent permitted under the by-laws of the Company in effect on the date of this Agreement against and in respect to any actual or threatened actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages (collectively, "**Claims**") resulting from the good faith performance of his assigned duties and responsibilities with the Company and any affiliates or subsidiaries of the Company. In furtherance of the Company's obligation to advance expenses under the by-laws of the Company in effect on the date of this Agreement, the Company, within 10 days of presentation of invoices, will advance to Employee reimbursement of all legal fees and disbursements Employee actually incurs in connection with any potentially indemnifiable matter provided that Employee, to the extent required by applicable law, undertake to repay such amount in the event that it is ultimately determined that Employee is not entitled to be indemnified. In addition, the Company will cover Employee under directors and officers liability insurance both during and, while potential liability exists, after the termination of Employee's employment in the same amount and to the same extent as the Company covers its other officers and directors. To the extent permitted by applicable law and the Company's by-laws in effect on the date of this Agreement, Employee will not be liable to the Company or any of its affiliates or subsidiaries for his acts or omissions, except to the extent that such acts or omissions were not made in the good faith performance of his assigned duties and responsibilities. The obligations and limits contained in this Section 9 will survive the termination of Employee's employment with the Company.

B. Employee hereby agrees to indemnify the Company, its Affiliates, and their respective successors, assigns, directors, officers, employees and representatives and hold them harmless to the fullest extent permitted under the law against and in respect of any actual or threatened Claims resulting from or attributable to any and all willful, criminal or grossly negligent acts or omissions of Employee in connection with Employee's actions under this Agreement; provided, however, that to the extent any such liabilities, costs, damages, expenses and attorney's fees are compensated for by insurance purchased by the Company and/or Employee, Employee shall not be required to reimburse the Company for the same.

10. **Section 409A**. This Agreement shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that, to the extent applicable, amounts earned and payable pursuant to this Agreement shall constitute short-term deferrals exempt from the application of Section 409A and, if not exempt, that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of Section 409A. Any payments to be made under this Agreement upon a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A. Notwithstanding anything in the Agreement to the contrary, if the Employee is determined to be a "specified employee" (as defined in Section 409A) for the year in which Employee incurs a separation from service, any payment due under the Agreement that is not permitted to be paid on the date of such separation without the imposition of additional taxes, interest and penalties under Section 409A shall be paid on the first business day following the six-month anniversary of the Employee's date of separation or, if earlier, Employee's death. If the period for considering and revoking the release described in Section 8.B, spans two taxable years, payments will not commence until the second taxable year. Any payments in respect of clauses (v) or (vi) of Section 8.B, shall be made upon the expiration of the maximum period to review and revoke the release referenced in Section 8.B.

11. **Choice of Law.** This Agreement is being executed and delivered in the State of Michigan. The provisions of this Agreement will be construed and interpreted under the laws of the State of Michigan, excluding such jurisdiction's conflict of laws principles. The parties expressly agree that the Oakland County Circuit Court shall have exclusive jurisdiction over any disputes arising out of this Agreement and that venue is only appropriate in such circuit court.

12. **Entire Agreement; Severability; Amendments.** This Agreement, along with the other agreements referred to herein, contain the entire agreement of the parties relating to the subject matter hereof and supersede any and all negotiations, discussions, proposed drafts and previous employment and compensation agreements. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The provisions of this Agreement shall be deemed severable and, if any provision is found to be illegal, invalid or unenforceable for any reason, (a) the provision will be amended automatically to the minimum extent necessary to cure the illegality or invalidity and permit enforcement and (b) the illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the other provisions hereof. No amendments, alterations or modifications of this Agreement will be valid unless made in writing and signed by Employee and a duly authorized officer or director of the Company.

13. **Assignment.** Notwithstanding anything else herein, this Agreement is personal to Employee and neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by Employee. Notwithstanding anything to the contrary, in the event of Employee's death, any amounts owing to Employee as compensation shall be payable to a beneficiary designated in writing by Employee, or if no such designation was made, to Employee's estate. The Company may assign this Agreement to an Affiliate or to any acquiror of all or substantially all of the business, stock and/or assets of the Company, in which case the term "Company" will mean such affiliate or acquiror. This Agreement will inure to the benefit of and be binding upon the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assignees of the parties.

14. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

15. **Counterparts, Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. To the maximum extent permitted by applicable law, this Agreement may be executed via facsimile or scanned electronic mail transmission.

16. **Binding Agreement.** This Agreement shall become effective only upon execution by both parties. The submission of this Agreement for review to Employee shall not be construed to be a binding offer of employment.

17. **Notices.** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, and sent by certified mail, return receipt requested, via overnight courier, or hand delivered to the Company at Office of the Corporate Secretary, 3851 W. Hamlin Road, Rochester Hills, Michigan 48309 and to Employee at the most recent address reflected in the Company's permanent records.

18. **Headings.** The section headings as herein used are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

19. **Construction.** The parties acknowledge that they jointly drafted this Agreement, that no party can be properly referred to as the drafter of same and that none of the language contained here can be properly construed against either party as the drafter of same.

InfuSystem Holdings, Inc.

By: /s/ Richard A. Dilorio

Name: Richard A. Dilorio

Title: Chief Executive Officer

/s/ Barry Steele

Barry Steele

FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amended and Restated Employment Agreement (“**Agreement**”) is made as of the Effective Date between **InfuSystem Holdings, Inc.**, a Delaware corporation (the “**Company**”), and **Carrie Lachance**, an individual (“**Employee**”).

WHEREAS, the Company wishes to retain Employee’s services to work for the Company as its President and Chief Operating Officer (the “**Position**”) upon the terms and condition hereinafter set forth; and

WHEREAS, Employee wishes to serve in the Position upon the terms of this Agreement.

NOW, THEREFORE, for such consideration as set forth herein, the sufficiency of which is acknowledged by the Company and Employee, the Company and Employee hereby agree as follows:

1. Defined Terms.

“**Affiliates**” means all persons and entities directly or indirectly controlling, controlled by or under common control with the entity specified, where control may be by management authority, contract or equity interest.

“**Board**” means the Board of Directors of the Company.

“**Change of Control**” means: (a) the sale of all or substantially all of the assets of the Company; (b) the merger or recapitalization of the Company whereby the Company is not the surviving entity; or (c) the acquisition, directly or indirectly, of the beneficial ownership (within the meaning of that term as it is used in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) of fifty percent (50%) or more of the outstanding voting securities of the Company by any person, trust, entity or group.

“**Change of Control Termination**” means an Involuntary Termination within six months prior to, or 12 months following, a Change of Control. For the avoidance of doubt, a termination may be either an Involuntary Termination or a Change of Control Termination, but not both.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Effective Date**” means May 24, 2021.

“**Employment Period**” means the period of Employee’s employment with the Company governed by the terms and provisions of this Agreement.

“Involuntary Termination” means the termination of the Employee’s employment with the Company:

(i) involuntarily upon Employee’s discharge or dismissal; or

(ii) voluntarily or involuntarily, provided such termination occurs in connection with one of the following events without Employee’s written concurrence: (a) a change in Employee’s position with the Company or any successor which materially reduces Employee’s level of responsibility; (b) a material reduction in Employee’s level of compensation (including base salary, fringe benefits and any non-discretionary bonuses or other incentive payments earned pursuant to objective standards or criteria); or (c) a material breach by the Company of this Agreement that is not remedied within 15 days of written notice from Employee specifying the details thereof.

“Termination for Cause” means an involuntary termination of Employee’s employment for (i) Employee’s willful misconduct or gross negligence which, in the good faith judgment of the Board, has a material adverse impact on the Company (either economically or on its reputation); (ii) Employee’s conviction of, or pleading of guilty or *nolo contendere* to, a felony or any crime involving fraud; (iii) Employee’s breach of her fiduciary duties to the Company; (iv) Employee’s failure to attempt in good faith to perform her duties or to follow the written legal direction of the CEO, which failure, if susceptible of cure, is not remedied within 15 days of written notice from the CEO specifying the details thereof; and (v) any other material breach by Employee of this Agreement, the Company’s written code of conduct, written code of ethics or other written policy that is not remedied within 15 days of written notice from the CEO specifying the details thereof.

2. Terms of Employment. The Company hereby employs the Employee, and the Employee hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement.

3. Employment and Duties. During the Employment Period (as defined below), Employee will serve in the Position and will report to the CEO. Employee will have such duties and responsibilities that are commensurate with such position and such other duties and responsibilities commensurate with such position as are from time to time assigned to Employee by the CEO. During the Employment Period, Employee shall diligently and conscientiously devote her full business time, attention and energies to the performance of her duties and responsibilities hereunder. Employee shall not engage in any other employment or business activity without the express prior written consent of the CEO and the Board. Employee shall not, directly or indirectly, engage or participate in any activities at any time during the term of this Agreement which conflict with the best interests of the Company. Employee shall work at such times and at such places as required by the Company. Employee shall, at all times during the Employment Period, discharge her duties herein described in consultation with and under the direction, approval and control of the CEO. Notwithstanding any other provision of this Agreement, the CEO reserves the absolute right, in his or her sole and absolute discretion, to make any and all decisions with respect to actions to be taken by Employee in connection with the rendering of her duties in accordance with professional standards.

4. Term. Employee’s employment hereunder will be considered “at will”. Accordingly, this Agreement and Employee’s employment hereunder may be terminated at any time by either party.

5. Compensation; Performance Bonus.

A. Employee's base salary will be paid at the rate of \$315,000 per annum.

B. Employee's base salary will be paid at periodic intervals in accordance with the Company's normal payroll practices for salaried employees. Except as otherwise provided in this Agreement, Employee shall be paid a pro rata share of her base salary in accordance with the Company's normal payroll practices for salaried employees should her employment be terminated before the end of any given pay period. Employee's base salary may be reevaluated on a yearly basis and shall not be decreased below the amount set forth in Section 5.A., but there is no guarantee that such compensation shall be increased, and the decision as to an increase therein remains at the discretion of the CEO and the Compensation Committee of the Board.

C. Employee will be eligible for an annual incentive compensation bonus of up to fifty percent (50%) of Employee's then-current base salary based upon satisfaction of certain performance targets. These performance targets will be developed annually by the CEO, in his or her sole discretion, and will relate to, among other things, the Company's Annual Operating Plan. All bonuses payable to Employee hereunder will be paid within sixty (60) days after the end of the calendar year for which the incentive compensation was earned; provided, however, that if it is administratively impracticable to make the payment by such date, the payment shall be made as soon as reasonably practicable thereafter, but in any event by the fifteenth (15th) day of the third (3rd) month following the calendar year for which the incentive compensation was earned. All bonuses pursuant to this paragraph, including Employee's satisfaction of the performance target applicable to any such bonus, are subject to approval of the Compensation Committee, in its sole discretion.

D. Employee may also be eligible for additional discretionary bonuses based on the achievement of certain specified goals established by the Compensation Committee. All bonuses pursuant to this paragraph are subject to approval by the Compensation Committee, in its sole discretion.

E. Employee will be eligible for option or restricted stock grants as determined by the Compensation Committee in its sole discretion.

F. The Company will deduct and withhold, from the compensation payable to Employee hereunder, any and all applicable federal, state and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation.

G. To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Securities Exchange Act of 1934 (the "**Exchange Act**"), such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy. In addition, cash amounts paid and Company securities issued pursuant to this Agreement as "incentive-based compensation" are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of Employee's conviction of, or pleading guilty or *nolo contendere* to, fraud; willful misconduct; uncured, material breach of the agreements to which Employee is currently or hereafter becomes a party; or other conduct by Employee that the Board determines is detrimental to the business or reputation of the Company and its subsidiaries, including facts and circumstances discovered after termination of employment.

6. Expense Reimbursement; Fringe Benefits.

A. Employee will be entitled to reimbursement from the Company for customary, ordinary and necessary business expenses incurred by Employee in the performance of Employee's duties hereunder, in accordance with the terms of the Company's expense guidelines provided on the Company's internal website, provided that Employee's entitlement to such reimbursements shall be conditioned upon Employee's provision to the Company of vouchers, receipts and other substantiation of such expenses in accordance with Company policies. Any reimbursement to which the Employee is entitled pursuant to this Section 6.A that would constitute nonqualified deferred compensation subject to Section 409A of the Code shall be subject to the following additional rules: (i) no reimbursement of any such expense shall affect the Employee's right to reimbursement of any other such expense in any other taxable year; (ii) reimbursement of the expense shall be made, if at all, not later than the end of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement shall not be subject to liquidation or exchange for any other benefit.

B. During the Employment Period, Employee will be eligible to participate in any group life insurance plan, group medical and/or dental insurance plan, accidental death and dismemberment plan, short-term disability program, long term disability program and other employee benefit plans, including profit sharing plans, cafeteria benefit programs and stock purchase and option plans, which are made available to executives and for which Employee qualifies under the terms of such plan or plans. Employee will not be entitled to any fringe benefits not provided in this Section 6 or the Company's Employee Handbook, which handbook Employee acknowledges that the Company can amend at any time, in its sole discretion.

7. Employee Covenants.

A. Non-Disclosure of Confidential Information. Employee acknowledges that, in and as a result of Employee's performing the duties hereunder, Employee will be making use of, acquiring, creating and/or adding to confidential and proprietary information of a special and unique nature and value relating to the customers, potential customers, customer lists, suppliers, vendors and agents of the Company and its Affiliates, the contracts, pricing lists, marketing plans, business records, accounting records, sales reports, billing systems, inventory systems, financing and loan documents, bank records, financial records and statements, tax filings and records, account lists, territory reports, quotation forms, advertising and marketing methods and techniques, systems, methodologies, facts, data, patent and license information of the Company, the computer systems, computer programs, software, web portal solutions, customer sales portal design, development, and programming of the Company, the employee payroll information and records, employee medical records, information contained in employee personnel files or other employee files of the Company, and all other information concerning the business and/or affairs of the Company (hereinafter "**Confidential Information**"). Notwithstanding anything herein to the contrary, the term "Confidential Information" does not include any data or information that has been voluntarily disclosed to the public by the Company or that enters the public domain through lawful means and not otherwise in breach of this Agreement.

i. As an inducement for the Company to enter into this Agreement, Employee agrees that he will not, at any time, either during the term of this Agreement or thereafter, divulge, review or communicate to any person, firm, corporation or entity whatsoever, directly or indirectly, or use for her own benefit or the benefit of others, any Confidential Information which may be in her possession or to which she has access. Employee further acknowledges that all records and lists of the customers and prospective customers of the Company, and all matters affecting or relating to the business and financial operation of the Company, are the property of the Company and are considered Confidential Information and greatly affect the effective and successful conduct of the business of the Company and the goodwill of the Company. Employee hereby agrees that he shall never divulge, disclose or communicate any Confidential Information to any person, firm, corporation or other entity during the term of this Agreement or thereafter, so long as such information remains Confidential Information.

ii. Employee agrees that any books, manuals, price lists, customer lists, supplier and/or distributor lists, plans, samples or other written or electronic evidence and/or forms of Confidential Information, including, but not limited to emails, computer files and all other electronic media, shall only be used by Employee during the term of this Agreement and constitute the property of the Company. Employee is only authorized to use these materials while undertaking her responsibilities under this Agreement. All of these materials must be returned to the Company or destroyed by Employee upon her separation from the Company for any reason whatsoever.

iii. The confidentiality obligations herein shall not prohibit Employee from divulging confidential information or trade secrets by order of court or agency of competent jurisdiction or as required by law.

B. Covenants Against Competition. Employee acknowledges that her duties as herein described are of a special and unusual character which have a unique value to the Company, the loss of which could not be adequately compensated by damages in an action at law. In view of the unique value to the Company of the Employee's duties for which the Company has contracted hereunder, because of the Confidential Information to be retained by or disclosed to Employee as set forth above and as a material inducement to the Company to enter into this Agreement, Employee covenants and agrees that, unless the Company and its successors and assigns shall cease to engage in business:

i. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, solicit the customers of the Company or its Affiliates or divert the customers of the Company from doing business with the Company, and further, shall not induce any individual or entity to refrain from referring customers or work to the Company. For purposes of this Section 7.B.i. the customers of the Company shall include:

1. any individual, business or governmental entity which purchased goods or services from the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employee learned or had access to Confidential Information;

2. any individual, business or governmental entity whose name appears on a list of prospective customers maintained by the Company to which Employee had access;

3. any suppliers, distributors, vendors or other entities which provided goods or services to the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information; and

4. any non-profit organizations, large customer facilities or referral sources which did any business with, or referred any customers to, the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information.

ii. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, own, manage, operate, join, control, accept employment with, or participate in the ownership, management, operation or control of, or act as an employee, agent or consultant to, or be connected in any manner with, any business which is competitive with the Company in any states, territories or provinces of the United States, Canada, Mexico or any other countries in which the Company has conducted business at any time prior to Employee's separation from the Company, or such states, territories or provinces as to which the Company has future plans to expand its business into, for any reason whatsoever.

iii. During the term of this Agreement and for a period of three (3) years thereafter, regardless of the reason for Employee's separation of employment from the Company, Employee shall not, directly or indirectly, solicit for employment or employ any employees, agents or independent contractors of the Company or their assigns, unless previously agreed to in writing by the Company or its assigns.

C. Employee's Review of Sections 7.A and 7.B.

i. Employee has carefully read and considered the provisions of Sections 7.A and 7.B hereof and, having done so, agrees that the restrictions set forth in such Sections are fair and reasonable and are reasonably required for the protection of the interests of the Company, its officers, directors and other employees. Employee acknowledges that the restrictions set forth in Sections 7.A and 7.B hereof will not unreasonably restrict or interfere with Employee's ability to obtain future employment.

ii. It is the belief of the parties that the best protection which can be given to the Company which does not in any manner infringe on the rights of Employee to conduct any unrelated business, is to provide for the restrictions described above. In the event any of said restrictions shall be held unenforceable by any court of competent jurisdiction, the parties hereto agree that it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of any limitation deemed unenforceable and, as so modified, the covenant shall be as fully enforceable as if it had been set forth herein by the parties. In determining this limitation, it is the intent of the parties that the court recognize that the parties hereto desire that this covenant not to compete be imposed and maintained to the greatest extent possible.

iii. In the event of a breach of Sections 7.A and 7.B, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to a permanent injunction, in order to prevent or restrain any such breach by Employee, or by Employee's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with Employee

D. No Disparagement. Employee shall not make any public statements or disclosures regarding the terms of Employee's employment with the Company, this Agreement or the termination of Employee's employment (for any reason whatsoever) which are not pre-approved in writing by the Company. Further, Employee shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize the Company, its parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, and the Company, along with any parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize Employee. Notwithstanding this Section 7.D, nothing contained herein shall limit or impair the ability of any party to provide truthful testimony in response to any validly issued subpoena.

E. Protection of Company Intellectual Property.

i. Employee hereby assigns to the Company all rights, title and interest in and to all creations which are or may become legally protectable or recognized as forms of intellectual property rights, including all works, whether registerable or not, in which copyright, design right or any form of intellectual property rights may subsist, including, but not limited to all innovations, inventions, improvements, marks, grants, designs, processes, methods, formulas, techniques, videotapes, audiotapes and computer programs, (all referred to as "**Intellectual Property**"), which Employee, either solely or jointly, conceives, makes or reduces to practice during the time that this Agreement is in effect, which relate to or touch upon Employee's services to the Company, or any aspect of the Company's business, including but not limited to anything related to Confidential Information. All such Intellectual Property shall be the absolute property of the Company. Employee shall make and maintain written records of and promptly and fully disclose to the Company all such Intellectual Property.

ii. During and after termination the Employment Period, Employee shall perform all useful or necessary acts to assist the Company, as it may elect, to file patent, design, mark and copyright applications in the United States and foreign countries to protect or maintain rights in the Intellectual Property, and also perform all useful or necessary acts to assist the Company in any related proceedings or litigation as to such Intellectual Property.

F. Rules and Regulations. Employee agrees to comply with all rules and regulations of the Company as established from time to time, including, but not limited to, the Employee Handbook and InfuSystem Expense Guidelines.

G. Transition and Other Assistance. During the 30 days following the termination of the Employment Period, Employee will take all actions the Company may reasonably request to maintain the Company's business, goodwill and business relationships and to assist with transition matters, all at the Company's expense. In addition, upon the receipt of notice from the Company (including outside counsel), during the Employment Period and for a reasonable amount of time thereafter, Employee will respond and provide information with regard to matters in which she has knowledge as a result of her employment with the Company, and will provide assistance to the Company and its representatives in the defense or prosecution of any claims that may be made by or against the Company, to the extent that such claims may relate to the period of Employee's employment with the Company, all at Company expense.

H. Restrictive Covenant. During the Employment Period, Employee will not directly or indirectly, whether for Employee's own account or as an employee, director, consultant or advisor, provide services to any business enterprise other than the Company or its Affiliates, unless otherwise authorized by the Board in writing.

I. Survival of Provisions. The obligations contained in this Section 7 will survive the termination of Employee's employment with the Company and will be fully enforceable thereafter.

J. Clawback. During the Employment Period and thereafter to the extent required by applicable law, Employee hereby covenants and agrees to abide by the terms of the Company's "Policy on Clawback" once final rules are issued by the U.S. Securities and Exchange Commission, listing standards are adopted by the New York Stock Exchange and such policy is then adopted by the Board.

8. **Termination of Employment**. Employee expressly acknowledges that this Agreement is terminable at will by Employee or the Company, with or without cause, and without payment, penalty or further obligation except as follows:

A. Death and Permanent Disability. Upon Employee's death or permanent disability during the Employment Period, the employment relationship created pursuant to this Agreement will immediately terminate and no further compensation will become payable to Employee pursuant to Section 5 or Section 6. Should Employee's employment with the Company terminate by reason of Employee's death or permanent disability during the Employment Period, (i) the unpaid base salary earned by Employee pursuant to Section 5.A for services rendered through the date of Employee's death or permanent disability, as applicable, (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus a pro rata portion, based on the date of death or permanent disability, of the bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, (iii) unreimbursed amounts under Section 6.A, and (iv) the limited death, disability, and/or income continuation benefits provided under Section 6.B, if any, will be payable within thirty (30) days of the death or permanent disability; provided, however, that any amount in respect of clause (ii) shall be paid in accordance with clause (ii). For purposes of this Agreement, Employee will be deemed "**permanently disabled**" if Employee is so characterized pursuant to the terms of the Company's disability policies or programs applicable to Employee from time to time, or if no such policy is applicable, if Employee is unable to perform her duties or responsibilities to the Company as a result of physical or mental ailment or incapacity for an aggregate period of one hundred eighty (180) calendar days (whether or not consecutive).

B. Involuntary Termination; Change of Control Termination. Upon termination of Employee's employment by reason of Involuntary Termination or Change of Control Termination (other than a Termination for Cause), the employment relationship created pursuant to this Agreement will terminate and no further compensation will become payable to Employee pursuant to Section 5 or Section 6 upon the effectiveness of such Involuntary Termination or Change of Control Termination. Upon Employee's Involuntary Termination or Change of Control Termination (other than a Termination for Cause), Employee will be entitled to receive only the amounts provided in this Section 8.B: (i) the unpaid base salary earned by Employee pursuant to Section 5.A for services rendered through the date of such termination; (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus (x) in the case of an Involuntary Termination, a pro rata portion, based on the date of the Involuntary Termination, of the bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year or (y) in the case of a Change in Control Termination, the entire bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, with this amount to be paid within 30 days after the Change of Control Termination; (iii) unreimbursed amounts under Section 6.A; (iv) a lump sum severance payment in an aggregate amount equal to twelve (12) months of the Employee's then current base salary; and (v) twelve (12) months of COBRA coverage under the Company's medical, dental and vision plans, as then in effect, at the cost paid by active employees of the Company, if and to the extent the Employee and her eligible dependents (a) are participating in such plans on her effective date of termination and (b) timely enroll for COBRA coverage thereunder. The severance pay and benefits in respect of clauses (iv) and (v) shall be contingent upon Employee's execution and delivery to the Company of an unconditional general release, in form satisfactory to the Company, of all claims against the Company and its Affiliates and their respective directors, officers, employees and representatives, arising from or in connection with this Agreement or Employee's employment with the Company, subject to applicable law. Further, the severance pay and benefits set forth in clauses (iv) and (v) shall be contingent upon Employee's continued performance of her obligations under Sections 7.A, 7.B, 7.D, 7.E and 7.G. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination or Change of Control Termination; any amount in respect of clause (ii) shall be paid in accordance with clause (ii); and any severance amount in respect of clause (iv) shall be paid as soon as administratively feasible after the Employee's execution and delivery to the Company an unconditional general release, as described in this Section 8.B.

C. Termination for Cause. The Company may at any time, upon written notice, terminate Employee's employment hereunder for any act qualifying as a Termination for Cause. Such termination will be effective immediately upon such notice. Upon such Termination for Cause, the Company will only be required to pay Employee (i) any unpaid compensation earned by Employee pursuant to Section 5.A, (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, and (iii) unreimbursed amounts under Section 6.A; no termination or severance benefits will be payable to Employee under Section 8.B. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination; and any amount in respect of clause (ii) shall be paid in accordance with clause (ii).

D. Resignations. Upon any termination of Employee's employment, Employee will immediately resign from (1) all officer or other positions of the Company and its Affiliates and (2) all fiduciary positions (including as trustee) Employee then holds with respect to any pension plans or trusts established by the Company.

9. **Indemnification; Liability Insurance.**

A. The Company hereby agrees to indemnify Employee and hold him harmless to the fullest extent permitted under the by-laws of the Company in effect on the date of this Agreement against and in respect to any actual or threatened actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages (collectively, "**Claims**") resulting from the good faith performance of her assigned duties and responsibilities with the Company and any affiliates or subsidiaries of the Company. In furtherance of the Company's obligation to advance expenses under the by-laws of the Company in effect on the date of this Agreement, the Company, within 10 days of presentation of invoices, will advance to Employee reimbursement of all legal fees and disbursements Employee actually incurs in connection with any potentially indemnifiable matter provided that Employee, to the extent required by applicable law, undertake to repay such amount in the event that it is ultimately determined that Employee is not entitled to be indemnified. In addition, the Company will cover Employee under directors and officers liability insurance both during and, while potential liability exists, after the termination of Employee's employment in the same amount and to the same extent as the Company covers its other officers and directors. To the extent permitted by applicable law and the Company's by-laws in effect on the date of this Agreement, Employee will not be liable to the Company or any of its affiliates or subsidiaries for her acts or omissions, except to the extent that such acts or omissions were not made in the good faith performance of her assigned duties and responsibilities. The obligations and limits contained in this Section 9 will survive the termination of Employee's employment with the Company.

B. Employee hereby agrees to indemnify the Company, its Affiliates, and their respective successors, assigns, directors, officers, employees and representatives and hold them harmless to the fullest extent permitted under the law against and in respect of any actual or threatened Claims resulting from or attributable to any and all willful, criminal or grossly negligent acts or omissions of Employee in connection with Employee's actions under this Agreement; provided, however, that to the extent any such liabilities, costs, damages, expenses and attorney's fees are compensated for by insurance purchased by the Company and/or Employee, Employee shall not be required to reimburse the Company for the same.

10. **Section 409A**. This Agreement shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that, to the extent applicable, amounts earned and payable pursuant to this Agreement shall constitute short-term deferrals exempt from the application of Section 409A and, if not exempt, that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of Section 409A. Any payments to be made under this Agreement upon a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A. Notwithstanding anything in the Agreement to the contrary, if the Employee is determined to be a "specified employee" (as defined in Section 409A) for the year in which Employee incurs a separation from service, any payment due under the Agreement that is not permitted to be paid on the date of such separation without the imposition of additional taxes, interest and penalties under Section 409A shall be paid on the first business day following the six-month anniversary of the Employee's date of separation or, if earlier, Employee's death. If the period for considering and revoking the release described in Section 8.B, spans two taxable years, payments will not commence until the second taxable year. Any payments in respect of clauses (v) or (vi) of Section 8.B, shall be made upon the expiration of the maximum period to review and revoke the release referenced in Section 8.B.

11. **Choice of Law.** This Agreement is being executed and delivered in the State of Michigan. The provisions of this Agreement will be construed and interpreted under the laws of the State of Michigan, excluding such jurisdiction's conflict of laws principles. The parties expressly agree that the Oakland County Circuit Court shall have exclusive jurisdiction over any disputes arising out of this Agreement and that venue is only appropriate in such circuit court.

12. **Entire Agreement; Severability; Amendments.** This Agreement, along with the other agreements referred to herein, contain the entire agreement of the parties relating to the subject matter hereof and supersede any and all negotiations, discussions, proposed drafts and previous employment and compensation agreements. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The provisions of this Agreement shall be deemed severable and, if any provision is found to be illegal, invalid or unenforceable for any reason, (a) the provision will be amended automatically to the minimum extent necessary to cure the illegality or invalidity and permit enforcement and (b) the illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the other provisions hereof. No amendments, alterations or modifications of this Agreement will be valid unless made in writing and signed by Employee and a duly authorized officer or director of the Company.

13. **Assignment.** Notwithstanding anything else herein, this Agreement is personal to Employee and neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by Employee. Notwithstanding anything to the contrary, in the event of Employee's death, any amounts owing to Employee as compensation shall be payable to a beneficiary designated in writing by Employee, or if no such designation was made, to Employee's estate. The Company may assign this Agreement to an Affiliate or to any acquiror of all or substantially all of the business, stock and/or assets of the Company, in which case the term "Company" will mean such affiliate or acquiror. This Agreement will inure to the benefit of and be binding upon the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assignees of the parties.

14. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

15. **Counterparts, Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. To the maximum extent permitted by applicable law, this Agreement may be executed via facsimile or scanned electronic mail transmission.

16. **Binding Agreement.** This Agreement shall become effective only upon execution by both parties. The submission of this Agreement for review to Employee shall not be construed to be a binding offer of employment.

17. **Notices.** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, and sent by certified mail, return receipt requested, via overnight courier, or hand delivered to the Company at Office of the Corporate Secretary, 3851 W. Hamlin Road, Rochester Hills, Michigan 48309 and to Employee at the most recent address reflected in the Company's permanent records.

18. **Headings.** The section headings as herein used are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

19. **Construction.** The parties acknowledge that they jointly drafted this Agreement, that no party can be properly referred to as the drafter of same and that none of the language contained here can be properly construed against either party as the drafter of same.

InfuSystem Holdings, Inc.

By: /s/ Richard A. Dilorio
Name: Richard A. Dilorio
Title: Chief Executive Officer

/s/ Carrie Lachance
Carrie Lachance

FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amended and Restated Employment Agreement (“**Agreement**”) is made as of the Effective Date between **InfuSystem Holdings, Inc.**, a Delaware corporation (the “**Company**”), and **Jeannine Sheehan**, an individual (“**Employee**”).

WHEREAS, the Company wishes to retain Employee’s services to work for the Company as its Executive Vice President and Chief Administrative Officer (the “**Position**”) upon the terms and condition hereinafter set forth; and

WHEREAS, Employee wishes to serve in the Position upon the terms of this Agreement.

NOW, THEREFORE, for such consideration as set forth herein, the sufficiency of which is acknowledged by the Company and Employee, the Company and Employee hereby agree as follows:

1. Defined Terms.

“**Affiliates**” means all persons and entities directly or indirectly controlling, controlled by or under common control with the entity specified, where control may be by management authority, contract or equity interest.

“**Board**” means the Board of Directors of the Company.

“**Change of Control**” means: (a) the sale of all or substantially all of the assets of the Company; (b) the merger or recapitalization of the Company whereby the Company is not the surviving entity; or (c) the acquisition, directly or indirectly, of the beneficial ownership (within the meaning of that term as it is used in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) of fifty percent (50%) or more of the outstanding voting securities of the Company by any person, trust, entity or group.

“**Change of Control Termination**” means an Involuntary Termination within six months prior to, or 12 months following, a Change of Control. For the avoidance of doubt, a termination may be either an Involuntary Termination or a Change of Control Termination, but not both.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Effective Date**” means May 24, 2021.

“**Employment Period**” means the period of Employee’s employment with the Company governed by the terms and provisions of this Agreement.

“Involuntary Termination” means the termination of the Employee’s employment with the Company:

(i) involuntarily upon Employee’s discharge or dismissal; or

(ii) voluntarily or involuntarily, provided such termination occurs in connection with one of the following events without Employee’s written concurrence: (a) a change in Employee’s position with the Company or any successor which materially reduces Employee’s level of responsibility; (b) a material reduction in Employee’s level of compensation (including base salary, fringe benefits and any non-discretionary bonuses or other incentive payments earned pursuant to objective standards or criteria); or (c) a material breach by the Company of this Agreement that is not remedied within 15 days of written notice from Employee specifying the details thereof.

“Termination for Cause” means an involuntary termination of Employee’s employment for (i) Employee’s willful misconduct or gross negligence which, in the good faith judgment of the Board, has a material adverse impact on the Company (either economically or on its reputation); (ii) Employee’s conviction of, or pleading of guilty or *nolo contendere* to, a felony or any crime involving fraud; (iii) Employee’s breach of her fiduciary duties to the Company; (iv) Employee’s failure to attempt in good faith to perform her duties or to follow the written legal direction of the CEO, which failure, if susceptible of cure, is not remedied within 15 days of written notice from the CEO specifying the details thereof; and (v) any other material breach by Employee of this Agreement, the Company’s written code of conduct, written code of ethics or other written policy that is not remedied within 15 days of written notice from the CEO specifying the details thereof.

2. Terms of Employment. The Company hereby employs the Employee, and the Employee hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement.

3. Employment and Duties. During the Employment Period (as defined below), Employee will serve in the Position and will report to the CEO. Employee will have such duties and responsibilities that are commensurate with such position and such other duties and responsibilities commensurate with such position as are from time to time assigned to Employee by the CEO. During the Employment Period, Employee shall diligently and conscientiously devote her full business time, attention and energies to the performance of her duties and responsibilities hereunder. Employee shall not engage in any other employment or business activity without the express prior written consent of the CEO and the Board. Employee shall not, directly or indirectly, engage or participate in any activities at any time during the term of this Agreement which conflict with the best interests of the Company. Employee shall work at such times and at such places as required by the Company. Employee shall, at all times during the Employment Period, discharge her duties herein described in consultation with and under the direction, approval and control of the CEO. Notwithstanding any other provision of this Agreement, the CEO reserves the absolute right, in his or her sole and absolute discretion, to make any and all decisions with respect to actions to be taken by Employee in connection with the rendering of her duties in accordance with professional standards.

4. Term. Employee’s employment hereunder will be considered “at will”. Accordingly, this Agreement and Employee’s employment hereunder may be terminated at any time by either party.

5. Compensation; Performance Bonus.

A. Employee's base salary will be paid at the rate of \$260,000 per annum.

B. Employee's base salary will be paid at periodic intervals in accordance with the Company's normal payroll practices for salaried employees. Except as otherwise provided in this Agreement, Employee shall be paid a pro rata share of her base salary in accordance with the Company's normal payroll practices for salaried employees should her employment be terminated before the end of any given pay period. Employee's base salary may be reevaluated on a yearly basis and shall not be decreased below the amount set forth in Section 5.A., but there is no guarantee that such compensation shall be increased, and the decision as to an increase therein remains at the discretion of the CEO and the Compensation Committee of the Board.

C. Employee will be eligible for an annual incentive compensation bonus of up to forty percent (40%) of Employee's then-current base salary based upon satisfaction of certain performance targets. These performance targets will be developed annually by the CEO, in his or her sole discretion, and will relate to, among other things, the Company's Annual Operating Plan. All bonuses payable to Employee hereunder will be paid within sixty (60) days after the end of the calendar year for which the incentive compensation was earned; provided, however, that if it is administratively impracticable to make the payment by such date, the payment shall be made as soon as reasonably practicable thereafter, but in any event by the fifteenth (15th) day of the third (3rd) month following the calendar year for which the incentive compensation was earned. All bonuses pursuant to this paragraph, including Employee's satisfaction of the performance target applicable to any such bonus, are subject to approval of the Compensation Committee, in its sole discretion.

D. Employee may also be eligible for additional discretionary bonuses based on the achievement of certain specified goals established by the Compensation Committee. All bonuses pursuant to this paragraph are subject to approval by the Compensation Committee, in its sole discretion.

E. Employee will be eligible for option or restricted stock grants as determined by the Compensation Committee in its sole discretion.

F. The Company will deduct and withhold, from the compensation payable to Employee hereunder, any and all applicable federal, state and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation.

G. To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Securities Exchange Act of 1934 (the "**Exchange Act**"), such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy. In addition, cash amounts paid and Company securities issued pursuant to this Agreement as "incentive-based compensation" are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of Employee's conviction of, or pleading guilty or *nolo contendere* to, fraud; willful misconduct; uncured, material breach of the agreements to which Employee is currently or hereafter becomes a party; or other conduct by Employee that the Board determines is detrimental to the business or reputation of the Company and its subsidiaries, including facts and circumstances discovered after termination of employment.

6. Expense Reimbursement; Fringe Benefits.

A. Employee will be entitled to reimbursement from the Company for customary, ordinary and necessary business expenses incurred by Employee in the performance of Employee's duties hereunder, in accordance with the terms of the Company's expense guidelines provided on the Company's internal website, provided that Employee's entitlement to such reimbursements shall be conditioned upon Employee's provision to the Company of vouchers, receipts and other substantiation of such expenses in accordance with Company policies. Any reimbursement to which the Employee is entitled pursuant to this Section 6.A that would constitute nonqualified deferred compensation subject to Section 409A of the Code shall be subject to the following additional rules: (i) no reimbursement of any such expense shall affect the Employee's right to reimbursement of any other such expense in any other taxable year; (ii) reimbursement of the expense shall be made, if at all, not later than the end of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement shall not be subject to liquidation or exchange for any other benefit.

B. During the Employment Period, Employee will be eligible to participate in any group life insurance plan, group medical and/or dental insurance plan, accidental death and dismemberment plan, short-term disability program, long term disability program and other employee benefit plans, including profit sharing plans, cafeteria benefit programs and stock purchase and option plans, which are made available to executives and for which Employee qualifies under the terms of such plan or plans. Employee will not be entitled to any fringe benefits not provided in this Section 6 or the Company's Employee Handbook, which handbook Employee acknowledges that the Company can amend at any time, in its sole discretion.

7. Employee Covenants.

A. Non-Disclosure of Confidential Information. Employee acknowledges that, in and as a result of Employee's performing the duties hereunder, Employee will be making use of, acquiring, creating and/or adding to confidential and proprietary information of a special and unique nature and value relating to the customers, potential customers, customer lists, suppliers, vendors and agents of the Company and its Affiliates, the contracts, pricing lists, marketing plans, business records, accounting records, sales reports, billing systems, inventory systems, financing and loan documents, bank records, financial records and statements, tax filings and records, account lists, territory reports, quotation forms, advertising and marketing methods and techniques, systems, methodologies, facts, data, patent and license information of the Company, the computer systems, computer programs, software, web portal solutions, customer sales portal design, development, and programming of the Company, the employee payroll information and records, employee medical records, information contained in employee personnel files or other employee files of the Company, and all other information concerning the business and/or affairs of the Company (hereinafter "**Confidential Information**"). Notwithstanding anything herein to the contrary, the term "Confidential Information" does not include any data or information that has been voluntarily disclosed to the public by the Company or that enters the public domain through lawful means and not otherwise in breach of this Agreement.

i. As an inducement for the Company to enter into this Agreement, Employee agrees that he will not, at any time, either during the term of this Agreement or thereafter, divulge, review or communicate to any person, firm, corporation or entity whatsoever, directly or indirectly, or use for her own benefit or the benefit of others, any Confidential Information which may be in her possession or to which she has access. Employee further acknowledges that all records and lists of the customers and prospective customers of the Company, and all matters affecting or relating to the business and financial operation of the Company, are the property of the Company and are considered Confidential Information and greatly affect the effective and successful conduct of the business of the Company and the goodwill of the Company. Employee hereby agrees that he shall never divulge, disclose or communicate any Confidential Information to any person, firm, corporation or other entity during the term of this Agreement or thereafter, so long as such information remains Confidential Information.

ii. Employee agrees that any books, manuals, price lists, customer lists, supplier and/or distributor lists, plans, samples or other written or electronic evidence and/or forms of Confidential Information, including, but not limited to emails, computer files and all other electronic media, shall only be used by Employee during the term of this Agreement and constitute the property of the Company. Employee is only authorized to use these materials while undertaking her responsibilities under this Agreement. All of these materials must be returned to the Company or destroyed by Employee upon her separation from the Company for any reason whatsoever.

iii. The confidentiality obligations herein shall not prohibit Employee from divulging confidential information or trade secrets by order of court or agency of competent jurisdiction or as required by law.

B. Covenants Against Competition. Employee acknowledges that her duties as herein described are of a special and unusual character which have a unique value to the Company, the loss of which could not be adequately compensated by damages in an action at law. In view of the unique value to the Company of the Employee's duties for which the Company has contracted hereunder, because of the Confidential Information to be retained by or disclosed to Employee as set forth above and as a material inducement to the Company to enter into this Agreement, Employee covenants and agrees that, unless the Company and its successors and assigns shall cease to engage in business:

i. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, solicit the customers of the Company or its Affiliates or divert the customers of the Company from doing business with the Company, and further, shall not induce any individual or entity to refrain from referring customers or work to the Company. For purposes of this Section 7.B.i. the customers of the Company shall include:

1. any individual, business or governmental entity which purchased goods or services from the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employee learned or had access to Confidential Information;

2. any individual, business or governmental entity whose name appears on a list of prospective customers maintained by the Company to which Employee had access;

3. any suppliers, distributors, vendors or other entities which provided goods or services to the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information; and

4. any non-profit organizations, large customer facilities or referral sources which did any business with, or referred any customers to, the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information.

ii. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, own, manage, operate, join, control, accept employment with, or participate in the ownership, management, operation or control of, or act as an employee, agent or consultant to, or be connected in any manner with, any business which is competitive with the Company in any states, territories or provinces of the United States, Canada, Mexico or any other countries in which the Company has conducted business at any time prior to Employee's separation from the Company, or such states, territories or provinces as to which the Company has future plans to expand its business into, for any reason whatsoever.

iii. During the term of this Agreement and for a period of three (3) years thereafter, regardless of the reason for Employee's separation of employment from the Company, Employee shall not, directly or indirectly, solicit for employment or employ any employees, agents or independent contractors of the Company or their assigns, unless previously agreed to in writing by the Company or its assigns.

C. Employee's Review of Sections 7.A and 7.B.

i. Employee has carefully read and considered the provisions of Sections 7.A and 7.B hereof and, having done so, agrees that the restrictions set forth in such Sections are fair and reasonable and are reasonably required for the protection of the interests of the Company, its officers, directors and other employees. Employee acknowledges that the restrictions set forth in Sections 7.A and 7.B hereof will not unreasonably restrict or interfere with Employee's ability to obtain future employment.

ii. It is the belief of the parties that the best protection which can be given to the Company which does not in any manner infringe on the rights of Employee to conduct any unrelated business, is to provide for the restrictions described above. In the event any of said restrictions shall be held unenforceable by any court of competent jurisdiction, the parties hereto agree that it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of any limitation deemed unenforceable and, as so modified, the covenant shall be as fully enforceable as if it had been set forth herein by the parties. In determining this limitation, it is the intent of the parties that the court recognize that the parties hereto desire that this covenant not to compete be imposed and maintained to the greatest extent possible.

iii. In the event of a breach of Sections 7.A and 7.B, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to a permanent injunction, in order to prevent or restrain any such breach by Employee, or by Employee's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with Employee

D. No Disparagement. Employee shall not make any public statements or disclosures regarding the terms of Employee's employment with the Company, this Agreement or the termination of Employee's employment (for any reason whatsoever) which are not pre-approved in writing by the Company. Further, Employee shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize the Company, its parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, and the Company, along with any parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize Employee. Notwithstanding this Section 7.D, nothing contained herein shall limit or impair the ability of any party to provide truthful testimony in response to any validly issued subpoena.

E. Protection of Company Intellectual Property.

i. Employee hereby assigns to the Company all rights, title and interest in and to all creations which are or may become legally protectable or recognized as forms of intellectual property rights, including all works, whether registerable or not, in which copyright, design right or any form of intellectual property rights may subsist, including, but not limited to all innovations, inventions, improvements, marks, grants, designs, processes, methods, formulas, techniques, videotapes, audiotapes and computer programs, (all referred to as "**Intellectual Property**"), which Employee, either solely or jointly, conceives, makes or reduces to practice during the time that this Agreement is in effect, which relate to or touch upon Employee's services to the Company, or any aspect of the Company's business, including but not limited to anything related to Confidential Information. All such Intellectual Property shall be the absolute property of the Company. Employee shall make and maintain written records of and promptly and fully disclose to the Company all such Intellectual Property.

ii. During and after termination the Employment Period, Employee shall perform all useful or necessary acts to assist the Company, as it may elect, to file patent, design, mark and copyright applications in the United States and foreign countries to protect or maintain rights in the Intellectual Property, and also perform all useful or necessary acts to assist the Company in any related proceedings or litigation as to such Intellectual Property.

F. Rules and Regulations. Employee agrees to comply with all rules and regulations of the Company as established from time to time, including, but not limited to, the Employee Handbook and InfuSystem Expense Guidelines.

G. Transition and Other Assistance. During the 30 days following the termination of the Employment Period, Employee will take all actions the Company may reasonably request to maintain the Company's business, goodwill and business relationships and to assist with transition matters, all at the Company's expense. In addition, upon the receipt of notice from the Company (including outside counsel), during the Employment Period and for a reasonable amount of time thereafter, Employee will respond and provide information with regard to matters in which she has knowledge as a result of her employment with the Company, and will provide assistance to the Company and its representatives in the defense or prosecution of any claims that may be made by or against the Company, to the extent that such claims may relate to the period of Employee's employment with the Company, all at Company expense.

H. Restrictive Covenant. During the Employment Period, Employee will not directly or indirectly, whether for Employee's own account or as an employee, director, consultant or advisor, provide services to any business enterprise other than the Company or its Affiliates, unless otherwise authorized by the Board in writing.

I. Survival of Provisions. The obligations contained in this Section 7 will survive the termination of Employee's employment with the Company and will be fully enforceable thereafter.

J. Clawback. During the Employment Period and thereafter to the extent required by applicable law, Employee hereby covenants and agrees to abide by the terms of the Company's "Policy on Clawback" once final rules are issued by the U.S. Securities and Exchange Commission, listing standards are adopted by the New York Stock Exchange and such policy is then adopted by the Board.

8. **Termination of Employment**. Employee expressly acknowledges that this Agreement is terminable at will by Employee or the Company, with or without cause, and without payment, penalty or further obligation except as follows:

A. Death and Permanent Disability. Upon Employee's death or permanent disability during the Employment Period, the employment relationship created pursuant to this Agreement will immediately terminate and no further compensation will become payable to Employee pursuant to Section 5 or Section 6. Should Employee's employment with the Company terminate by reason of Employee's death or permanent disability during the Employment Period, (i) the unpaid base salary earned by Employee pursuant to Section 5.A for services rendered through the date of Employee's death or permanent disability, as applicable, (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus a pro rata portion, based on the date of death or permanent disability, of the bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, (iii) unreimbursed amounts under Section 6.A, and (iv) the limited death, disability, and/or income continuation benefits provided under Section 6.B, if any, will be payable within thirty (30) days of the death or permanent disability; provided, however, that any amount in respect of clause (ii) shall be paid in accordance with clause (ii). For purposes of this Agreement, Employee will be deemed "**permanently disabled**" if Employee is so characterized pursuant to the terms of the Company's disability policies or programs applicable to Employee from time to time, or if no such policy is applicable, if Employee is unable to perform her duties or responsibilities to the Company as a result of physical or mental ailment or incapacity for an aggregate period of one hundred eighty (180) calendar days (whether or not consecutive).

B. Involuntary Termination; Change of Control Termination. Upon termination of Employee's employment by reason of Involuntary Termination or Change of Control Termination (other than a Termination for Cause), the employment relationship created pursuant to this Agreement will terminate and no further compensation will become payable to Employee pursuant to Section 5 or Section 6 upon the effectiveness of such Involuntary Termination or Change of Control Termination. Upon Employee's Involuntary Termination or Change of Control Termination (other than a Termination for Cause), Employee will be entitled to receive only the amounts provided in this Section 8.B: (i) the unpaid base salary earned by Employee pursuant to Section 5.A for services rendered through the date of such termination; (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus (x) in the case of an Involuntary Termination, a pro rata portion, based on the date of the Involuntary Termination, of the bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year or (y) in the case of a Change in Control Termination, the entire bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, with this amount to be paid within 30 days after the Change of Control Termination; (iii) unreimbursed amounts under Section 6.A; (iv) a lump sum severance payment in an aggregate amount equal to twelve (12) months of the Employee's then current base salary; and (v) twelve (12) months of COBRA coverage under the Company's medical, dental and vision plans, as then in effect, at the cost paid by active employees of the Company, if and to the extent the Employee and her eligible dependents (a) are participating in such plans on her effective date of termination and (b) timely enroll for COBRA coverage thereunder. The severance pay and benefits in respect of clauses (iv) and (v) shall be contingent upon Employee's execution and delivery to the Company of an unconditional general release, in form satisfactory to the Company, of all claims against the Company and its Affiliates and their respective directors, officers, employees and representatives, arising from or in connection with this Agreement or Employee's employment with the Company, subject to applicable law. Further, the severance pay and benefits set forth in clauses (iv) and (v) shall be contingent upon Employee's continued performance of her obligations under Sections 7.A, 7.B, 7.D, 7.E and 7.G. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination or Change of Control Termination; any amount in respect of clause (ii) shall be paid in accordance with clause (ii); and any severance amount in respect of clause (iv) shall be paid as soon as administratively feasible after the Employee's execution and delivery to the Company an unconditional general release, as described in this Section 8.B.

C. Termination for Cause. The Company may at any time, upon written notice, terminate Employee's employment hereunder for any act qualifying as a Termination for Cause. Such termination will be effective immediately upon such notice. Upon such Termination for Cause, the Company will only be required to pay Employee (i) any unpaid compensation earned by Employee pursuant to Section 5.A, (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, and (iii) unreimbursed amounts under Section 6.A; no termination or severance benefits will be payable to Employee under Section 8.B. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination; and any amount in respect of clause (ii) shall be paid in accordance with clause (ii).

D. Resignations. Upon any termination of Employee's employment, Employee will immediately resign from (1) all officer or other positions of the Company and its Affiliates and (2) all fiduciary positions (including as trustee) Employee then holds with respect to any pension plans or trusts established by the Company.

9. **Indemnification; Liability Insurance.**

A. The Company hereby agrees to indemnify Employee and hold him harmless to the fullest extent permitted under the by-laws of the Company in effect on the date of this Agreement against and in respect to any actual or threatened actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages (collectively, "**Claims**") resulting from the good faith performance of her assigned duties and responsibilities with the Company and any affiliates or subsidiaries of the Company. In furtherance of the Company's obligation to advance expenses under the by-laws of the Company in effect on the date of this Agreement, the Company, within 10 days of presentation of invoices, will advance to Employee reimbursement of all legal fees and disbursements Employee actually incurs in connection with any potentially indemnifiable matter provided that Employee, to the extent required by applicable law, undertake to repay such amount in the event that it is ultimately determined that Employee is not entitled to be indemnified. In addition, the Company will cover Employee under directors and officers liability insurance both during and, while potential liability exists, after the termination of Employee's employment in the same amount and to the same extent as the Company covers its other officers and directors. To the extent permitted by applicable law and the Company's by-laws in effect on the date of this Agreement, Employee will not be liable to the Company or any of its affiliates or subsidiaries for her acts or omissions, except to the extent that such acts or omissions were not made in the good faith performance of her assigned duties and responsibilities. The obligations and limits contained in this Section 9 will survive the termination of Employee's employment with the Company.

B. Employee hereby agrees to indemnify the Company, its Affiliates, and their respective successors, assigns, directors, officers, employees and representatives and hold them harmless to the fullest extent permitted under the law against and in respect of any actual or threatened Claims resulting from or attributable to any and all willful, criminal or grossly negligent acts or omissions of Employee in connection with Employee's actions under this Agreement; provided, however, that to the extent any such liabilities, costs, damages, expenses and attorney's fees are compensated for by insurance purchased by the Company and/or Employee, Employee shall not be required to reimburse the Company for the same.

10. **Section 409A**. This Agreement shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that, to the extent applicable, amounts earned and payable pursuant to this Agreement shall constitute short-term deferrals exempt from the application of Section 409A and, if not exempt, that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of Section 409A. Any payments to be made under this Agreement upon a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A. Notwithstanding anything in the Agreement to the contrary, if the Employee is determined to be a "specified employee" (as defined in Section 409A) for the year in which Employee incurs a separation from service, any payment due under the Agreement that is not permitted to be paid on the date of such separation without the imposition of additional taxes, interest and penalties under Section 409A shall be paid on the first business day following the six-month anniversary of the Employee's date of separation or, if earlier, Employee's death. If the period for considering and revoking the release described in Section 8.B, spans two taxable years, payments will not commence until the second taxable year. Any payments in respect of clauses (v) or (vi) of Section 8.B, shall be made upon the expiration of the maximum period to review and revoke the release referenced in Section 8.B.

11. **Choice of Law.** This Agreement is being executed and delivered in the State of Michigan. The provisions of this Agreement will be construed and interpreted under the laws of the State of Michigan, excluding such jurisdiction's conflict of laws principles. The parties expressly agree that the Oakland County Circuit Court shall have exclusive jurisdiction over any disputes arising out of this Agreement and that venue is only appropriate in such circuit court.

12. **Entire Agreement; Severability; Amendments.** This Agreement, along with the other agreements referred to herein, contain the entire agreement of the parties relating to the subject matter hereof and supersede any and all negotiations, discussions, proposed drafts and previous employment and compensation agreements. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The provisions of this Agreement shall be deemed severable and, if any provision is found to be illegal, invalid or unenforceable for any reason, (a) the provision will be amended automatically to the minimum extent necessary to cure the illegality or invalidity and permit enforcement and (b) the illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the other provisions hereof. No amendments, alterations or modifications of this Agreement will be valid unless made in writing and signed by Employee and a duly authorized officer or director of the Company.

13. **Assignment.** Notwithstanding anything else herein, this Agreement is personal to Employee and neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by Employee. Notwithstanding anything to the contrary, in the event of Employee's death, any amounts owing to Employee as compensation shall be payable to a beneficiary designated in writing by Employee, or if no such designation was made, to Employee's estate. The Company may assign this Agreement to an Affiliate or to any acquiror of all or substantially all of the business, stock and/or assets of the Company, in which case the term "Company" will mean such affiliate or acquiror. This Agreement will inure to the benefit of and be binding upon the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assignees of the parties.

14. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

15. **Counterparts, Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. To the maximum extent permitted by applicable law, this Agreement may be executed via facsimile or scanned electronic mail transmission.

16. **Binding Agreement.** This Agreement shall become effective only upon execution by both parties. The submission of this Agreement for review to Employee shall not be construed to be a binding offer of employment.

17. **Notices.** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, and sent by certified mail, return receipt requested, via overnight courier, or hand delivered to the Company at Office of the Corporate Secretary, 3851 W. Hamlin Road, Rochester Hills, Michigan 48309 and to Employee at the most recent address reflected in the Company's permanent records.

18. **Headings.** The section headings as herein used are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

19. **Construction.** The parties acknowledge that they jointly drafted this Agreement, that no party can be properly referred to as the drafter of same and that none of the language contained here can be properly construed against either party as the drafter of same.

InfuSystem Holdings, Inc.

By: /s/ Richard A. Dilorio
Name: Richard A. Dilorio
Title: Chief Executive Officer

/s/ Jeannine Sheehan
Jeannine Sheehan

FIRST AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This First Amended and Restated Employment Agreement (“**Agreement**”) is made as of the Effective Date between **InfuSystem Holdings, Inc.**, a Delaware corporation (the “**Company**”), and **Thomas Ruiz**, an individual (“**Employee**”).

WHEREAS, the Company wishes to retain Employee’s services to work for the Company as its Executive Vice President and Chief Commercial Officer (the “**Position**”) upon the terms and condition hereinafter set forth; and

WHEREAS, Employee wishes to serve in the Position upon the terms of this Agreement.

NOW, THEREFORE, for such consideration as set forth herein, the sufficiency of which is acknowledged by the Company and Employee, the Company and Employee hereby agree as follows:

1. Defined Terms.

“**Affiliates**” means all persons and entities directly or indirectly controlling, controlled by or under common control with the entity specified, where control may be by management authority, contract or equity interest.

“**Board**” means the Board of Directors of the Company.

“**Change of Control**” means: (a) the sale of all or substantially all of the assets of the Company; (b) the merger or recapitalization of the Company whereby the Company is not the surviving entity; or (c) the acquisition, directly or indirectly, of the beneficial ownership (within the meaning of that term as it is used in Section 13(d) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder) of fifty percent (50%) or more of the outstanding voting securities of the Company by any person, trust, entity or group.

“**Change of Control Termination**” means an Involuntary Termination within six months prior to, or 12 months following, a Change of Control. For the avoidance of doubt, a termination may be either an Involuntary Termination or a Change of Control Termination, but not both.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Compensation Committee**” means the Compensation Committee of the Board.

“**Effective Date**” means May 24, 2021.

“**Employment Period**” means the period of Employee’s employment with the Company governed by the terms and provisions of this Agreement.

“Involuntary Termination” means the termination of the Employee’s employment with the Company:

(i) involuntarily upon Employee’s discharge or dismissal; or

(ii) voluntarily or involuntarily, provided such termination occurs in connection with one of the following events without Employee’s written concurrence: (a) a change in Employee’s position with the Company or any successor which materially reduces Employee’s level of responsibility; (b) a material reduction in Employee’s level of compensation (including base salary, fringe benefits and any non-discretionary bonuses or other incentive payments earned pursuant to objective standards or criteria); or (c) a material breach by the Company of this Agreement that is not remedied within 15 days of written notice from Employee specifying the details thereof.

“Termination for Cause” means an involuntary termination of Employee’s employment for (i) Employee’s willful misconduct or gross negligence which, in the good faith judgment of the Board, has a material adverse impact on the Company (either economically or on its reputation); (ii) Employee’s conviction of, or pleading of guilty or *nolo contendere* to, a felony or any crime involving fraud; (iii) Employee’s breach of his fiduciary duties to the Company; (iv) Employee’s failure to attempt in good faith to perform his duties or to follow the written legal direction of the CEO, which failure, if susceptible of cure, is not remedied within 15 days of written notice from the CEO specifying the details thereof; and (v) any other material breach by Employee of this Agreement, the Company’s written code of conduct, written code of ethics or other written policy that is not remedied within 15 days of written notice from the CEO specifying the details thereof.

2. Terms of Employment. The Company hereby employs the Employee, and the Employee hereby accepts employment by the Company, upon the terms and conditions set forth in this Agreement.

3. Employment and Duties. During the Employment Period (as defined below), Employee will serve in the Position and will report to the CEO. Employee will have such duties and responsibilities that are commensurate with such position and such other duties and responsibilities commensurate with such position as are from time to time assigned to Employee by the CEO. During the Employment Period, Employee shall diligently and conscientiously devote his full business time, attention and energies to the performance of his duties and responsibilities hereunder. Employee shall not engage in any other employment or business activity without the express prior written consent of the CEO and the Board. Employee shall not, directly or indirectly, engage or participate in any activities at any time during the term of this Agreement which conflict with the best interests of the Company. Employee shall work at such times and at such places as required by the Company. Employee shall, at all times during the Employment Period, discharge his duties herein described in consultation with and under the direction, approval and control of the CEO. Notwithstanding any other provision of this Agreement, the CEO reserves the absolute right, in his or her sole and absolute discretion, to make any and all decisions with respect to actions to be taken by Employee in connection with the rendering of his duties in accordance with professional standards.

4. Term. Employee’s employment hereunder will be considered “at will”. Accordingly, this Agreement and Employee’s employment hereunder may be terminated at any time by either party.

5. Compensation; Performance Bonus.

A. Employee's base salary will be paid at the rate of \$242,935 per annum.

B. Employee's base salary will be paid at periodic intervals in accordance with the Company's normal payroll practices for salaried employees. Except as otherwise provided in this Agreement, Employee shall be paid a pro rata share of his base salary in accordance with the Company's normal payroll practices for salaried employees should his employment be terminated before the end of any given pay period. Employee's base salary may be reevaluated on a yearly basis and shall not be decreased below the amount set forth in Section 5.A., but there is no guarantee that such compensation shall be increased, and the decision as to an increase therein remains at the discretion of the CEO and the Compensation Committee of the Board.

C. Employee will be eligible for an annual incentive compensation bonus of up to forty percent (40%) of Employee's then-current base salary based upon satisfaction of certain performance targets. These performance targets will be developed annually by the CEO, in his or her sole discretion, and will relate to, among other things, the Company's Annual Operating Plan. All bonuses payable to Employee hereunder will be paid within sixty (60) days after the end of the calendar year for which the incentive compensation was earned; provided, however, that if it is administratively impracticable to make the payment by such date, the payment shall be made as soon as reasonably practicable thereafter, but in any event by the fifteenth (15th) day of the third (3rd) month following the calendar year for which the incentive compensation was earned. All bonuses pursuant to this paragraph, including Employee's satisfaction of the performance target applicable to any such bonus, are subject to approval of the Compensation Committee, in its sole discretion.

D. Employee may also be eligible for additional discretionary bonuses based on the achievement of certain specified goals established by the Compensation Committee. All bonuses pursuant to this paragraph are subject to approval by the Compensation Committee, in its sole discretion.

E. Employee will be eligible for option or restricted stock grants as determined by the Compensation Committee in its sole discretion.

F. The Company will deduct and withhold, from the compensation payable to Employee hereunder, any and all applicable federal, state and local income and employment withholding taxes and any other amounts required to be deducted or withheld by the Company under applicable statute or regulation.

G. To the extent that any compensation paid or payable pursuant to this Agreement is considered "incentive-based compensation" within the meaning and subject to the requirements of Section 10D of the Securities Exchange Act of 1934 (the "**Exchange Act**"), such compensation shall be subject to potential forfeiture or recovery by the Company in accordance with any compensation recovery policy adopted by the Board or any committee thereof in response to the requirements of Section 10D of the Exchange Act and any implementing rules and regulations thereunder adopted by the Securities and Exchange Commission or any national securities exchange on which the Company's common stock is then listed. This Agreement may be unilaterally amended by the Company to comply with any such compensation recovery policy. In addition, cash amounts paid and Company securities issued pursuant to this Agreement as "incentive-based compensation" are subject to reduction, cancellation, forfeiture or recoupment upon the occurrence of Employee's conviction of, or pleading guilty or *nolo contendere* to, fraud; willful misconduct; uncured, material breach of the agreements to which Employee is currently or hereafter becomes a party; or other conduct by Employee that the Board determines is detrimental to the business or reputation of the Company and its subsidiaries, including facts and circumstances discovered after termination of employment.

6. Expense Reimbursement; Fringe Benefits.

A. Employee will be entitled to reimbursement from the Company for customary, ordinary and necessary business expenses incurred by Employee in the performance of Employee's duties hereunder, in accordance with the terms of the Company's expense guidelines provided on the Company's internal website, provided that Employee's entitlement to such reimbursements shall be conditioned upon Employee's provision to the Company of vouchers, receipts and other substantiation of such expenses in accordance with Company policies. Any reimbursement to which the Employee is entitled pursuant to this Section 6.A that would constitute nonqualified deferred compensation subject to Section 409A of the Code shall be subject to the following additional rules: (i) no reimbursement of any such expense shall affect the Employee's right to reimbursement of any other such expense in any other taxable year; (ii) reimbursement of the expense shall be made, if at all, not later than the end of the calendar year following the calendar year in which the expense was incurred; and (iii) the right to reimbursement shall not be subject to liquidation or exchange for any other benefit.

B. During the Employment Period, Employee will be eligible to participate in any group life insurance plan, group medical and/or dental insurance plan, accidental death and dismemberment plan, short-term disability program, long term disability program and other employee benefit plans, including profit sharing plans, cafeteria benefit programs and stock purchase and option plans, which are made available to executives and for which Employee qualifies under the terms of such plan or plans. Employee will not be entitled to any fringe benefits not provided in this Section 6 or the Company's Employee Handbook, which handbook Employee acknowledges that the Company can amend at any time, in its sole discretion.

7. Employee Covenants.

A. Non-Disclosure of Confidential Information. Employee acknowledges that, in and as a result of Employee's performing the duties hereunder, Employee will be making use of, acquiring, creating and/or adding to confidential and proprietary information of a special and unique nature and value relating to the customers, potential customers, customer lists, suppliers, vendors and agents of the Company and its Affiliates, the contracts, pricing lists, marketing plans, business records, accounting records, sales reports, billing systems, inventory systems, financing and loan documents, bank records, financial records and statements, tax filings and records, account lists, territory reports, quotation forms, advertising and marketing methods and techniques, systems, methodologies, facts, data, patent and license information of the Company, the computer systems, computer programs, software, web portal solutions, customer sales portal design, development, and programming of the Company, the employee payroll information and records, employee medical records, information contained in employee personnel files or other employee files of the Company, and all other information concerning the business and/or affairs of the Company (hereinafter "**Confidential Information**"). Notwithstanding anything herein to the contrary, the term "Confidential Information" does not include any data or information that has been voluntarily disclosed to the public by the Company or that enters the public domain through lawful means and not otherwise in breach of this Agreement.

i. As an inducement for the Company to enter into this Agreement, Employee agrees that he will not, at any time, either during the term of this Agreement or thereafter, divulge, review or communicate to any person, firm, corporation or entity whatsoever, directly or indirectly, or use for his own benefit or the benefit of others, any Confidential Information which may be in his possession or to which he has access. Employee further acknowledges that all records and lists of the customers and prospective customers of the Company, and all matters affecting or relating to the business and financial operation of the Company, are the property of the Company and are considered Confidential Information and greatly affect the effective and successful conduct of the business of the Company and the goodwill of the Company. Employee hereby agrees that he shall never divulge, disclose or communicate any Confidential Information to any person, firm, corporation or other entity during the term of this Agreement or thereafter, so long as such information remains Confidential Information.

ii. Employee agrees that any books, manuals, price lists, customer lists, supplier and/or distributor lists, plans, samples or other written or electronic evidence and/or forms of Confidential Information, including, but not limited to emails, computer files and all other electronic media, shall only be used by Employee during the term of this Agreement and constitute the property of the Company. Employee is only authorized to use these materials while undertaking his responsibilities under this Agreement. All of these materials must be returned to the Company or destroyed by Employee upon his separation from the Company for any reason whatsoever.

iii. The confidentiality obligations herein shall not prohibit Employee from divulging confidential information or trade secrets by order of court or agency of competent jurisdiction or as required by law.

B. Covenants Against Competition. Employee acknowledges that his duties as herein described are of a special and unusual character which have a unique value to the Company, the loss of which could not be adequately compensated by damages in an action at law. In view of the unique value to the Company of the Employee's duties for which the Company has contracted hereunder, because of the Confidential Information to be retained by or disclosed to Employee as set forth above and as a material inducement to the Company to enter into this Agreement, Employee covenants and agrees that, unless the Company and its successors and assigns shall cease to engage in business:

i. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, solicit the customers of the Company or its Affiliates or divert the customers of the Company from doing business with the Company, and further, shall not induce any individual or entity to refrain from referring customers or work to the Company. For purposes of this Section 7.B.i. the customers of the Company shall include:

1. any individual, business or governmental entity which purchased goods or services from the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employee learned or had access to Confidential Information;

2. any individual, business or governmental entity whose name appears on a list of prospective customers maintained by the Company to which Employee had access;

3. any suppliers, distributors, vendors or other entities which provided goods or services to the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information; and

4. any non-profit organizations, large customer facilities or referral sources which did any business with, or referred any customers to, the Company during the term of the Agreement or while Employee was otherwise employed by the Company or any of its Affiliates, or about which Employees learned or had access to Confidential Information.

ii. During the term of this Agreement and for a period of two (2) years thereafter, Employee shall not, directly or indirectly, own, manage, operate, join, control, accept employment with, or participate in the ownership, management, operation or control of, or act as an employee, agent or consultant to, or be connected in any manner with, any business which is competitive with the Company in any states, territories or provinces of the United States, Canada, Mexico or any other countries in which the Company has conducted business at any time prior to Employee's separation from the Company, or such states, territories or provinces as to which the Company has future plans to expand its business into, for any reason whatsoever.

iii. During the term of this Agreement and for a period of three (3) years thereafter, regardless of the reason for Employee's separation of employment from the Company, Employee shall not, directly or indirectly, solicit for employment or employ any employees, agents or independent contractors of the Company or their assigns, unless previously agreed to in writing by the Company or its assigns.

C. Employee's Review of Sections 7.A and 7.B.

i. Employee has carefully read and considered the provisions of Sections 7.A and 7.B hereof and, having done so, agrees that the restrictions set forth in such Sections are fair and reasonable and are reasonably required for the protection of the interests of the Company, its officers, directors and other employees. Employee acknowledges that the restrictions set forth in Sections 7.A and 7.B hereof will not unreasonably restrict or interfere with Employee's ability to obtain future employment.

ii. It is the belief of the parties that the best protection which can be given to the Company which does not in any manner infringe on the rights of Employee to conduct any unrelated business, is to provide for the restrictions described above. In the event any of said restrictions shall be held unenforceable by any court of competent jurisdiction, the parties hereto agree that it is their desire that such court shall substitute a reasonable judicially enforceable limitation in place of any limitation deemed unenforceable and, as so modified, the covenant shall be as fully enforceable as if it had been set forth herein by the parties. In determining this limitation, it is the intent of the parties that the court recognize that the parties hereto desire that this covenant not to compete be imposed and maintained to the greatest extent possible.

iii. In the event of a breach of Sections 7.A and 7.B, the Company, in addition to and not in limitation of any other rights, remedies or damages available to the Company at law or in equity, shall be entitled to a permanent injunction, in order to prevent or restrain any such breach by Employee, or by Employee's partners, agents, representatives, servants, employers, employees and/or any and all persons directly or indirectly acting for or with Employee

D. No Disparagement. Employee shall not make any public statements or disclosures regarding the terms of Employee's employment with the Company, this Agreement or the termination of Employee's employment (for any reason whatsoever) which are not pre-approved in writing by the Company. Further, Employee shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize the Company, its parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, and the Company, along with any parent company, subsidiaries and affiliates or any of their respective past or present officers, directors, employees or agents, shall not make, at any time, any public statement that would libel, slander, disparage, denigrate or criticize Employee. Notwithstanding this Section 7.D, nothing contained herein shall limit or impair the ability of any party to provide truthful testimony in response to any validly issued subpoena.

E. Protection of Company Intellectual Property.

i. Employee hereby assigns to the Company all rights, title and interest in and to all creations which are or may become legally protectable or recognized as forms of intellectual property rights, including all works, whether registerable or not, in which copyright, design right or any form of intellectual property rights may subsist, including, but not limited to all innovations, inventions, improvements, marks, grants, designs, processes, methods, formulas, techniques, videotapes, audiotapes and computer programs, (all referred to as "**Intellectual Property**"), which Employee, either solely or jointly, conceives, makes or reduces to practice during the time that this Agreement is in effect, which relate to or touch upon Employee's services to the Company, or any aspect of the Company's business, including but not limited to anything related to Confidential Information. All such Intellectual Property shall be the absolute property of the Company. Employee shall make and maintain written records of and promptly and fully disclose to the Company all such Intellectual Property.

ii. During and after termination the Employment Period, Employee shall perform all useful or necessary acts to assist the Company, as it may elect, to file patent, design, mark and copyright applications in the United States and foreign countries to protect or maintain rights in the Intellectual Property, and also perform all useful or necessary acts to assist the Company in any related proceedings or litigation as to such Intellectual Property.

F. Rules and Regulations. Employee agrees to comply with all rules and regulations of the Company as established from time to time, including, but not limited to, the Employee Handbook and InfuSystem Expense Guidelines.

G. Transition and Other Assistance. During the 30 days following the termination of the Employment Period, Employee will take all actions the Company may reasonably request to maintain the Company's business, goodwill and business relationships and to assist with transition matters, all at the Company's expense. In addition, upon the receipt of notice from the Company (including outside counsel), during the Employment Period and for a reasonable amount of time thereafter, Employee will respond and provide information with regard to matters in which he has knowledge as a result of his employment with the Company, and will provide assistance to the Company and its representatives in the defense or prosecution of any claims that may be made by or against the Company, to the extent that such claims may relate to the period of Employee's employment with the Company, all at Company expense.

H. Restrictive Covenant. During the Employment Period, Employee will not directly or indirectly, whether for Employee's own account or as an employee, director, consultant or advisor, provide services to any business enterprise other than the Company or its Affiliates, unless otherwise authorized by the Board in writing.

I. Survival of Provisions. The obligations contained in this Section 7 will survive the termination of Employee's employment with the Company and will be fully enforceable thereafter.

J. Clawback. During the Employment Period and thereafter to the extent required by applicable law, Employee hereby covenants and agrees to abide by the terms of the Company's "Policy on Clawback" once final rules are issued by the U.S. Securities and Exchange Commission, listing standards are adopted by the New York Stock Exchange and such policy is then adopted by the Board.

8. **Termination of Employment**. Employee expressly acknowledges that this Agreement is terminable at will by Employee or the Company, with or without cause, and without payment, penalty or further obligation except as follows:

A. Death and Permanent Disability. Upon Employee's death or permanent disability during the Employment Period, the employment relationship created pursuant to this Agreement will immediately terminate and no further compensation will become payable to Employee pursuant to Section 5 or Section 6. Should Employee's employment with the Company terminate by reason of Employee's death or permanent disability during the Employment Period, (i) the unpaid base salary earned by Employee pursuant to Section 5.A for services rendered through the date of Employee's death or permanent disability, as applicable, (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus a pro rata portion, based on the date of death or permanent disability, of the bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, (iii) unreimbursed amounts under Section 6.A, and (iv) the limited death, disability, and/or income continuation benefits provided under Section 6.B, if any, will be payable within thirty (30) days of the death or permanent disability; provided, however, that any amount in respect of clause (ii) shall be paid in accordance with clause (ii). For purposes of this Agreement, Employee will be deemed "**permanently disabled**" if Employee is so characterized pursuant to the terms of the Company's disability policies or programs applicable to Employee from time to time, or if no such policy is applicable, if Employee is unable to perform his duties or responsibilities to the Company as a result of physical or mental ailment or incapacity for an aggregate period of one hundred eighty (180) calendar days (whether or not consecutive).

B. Involuntary Termination; Change of Control Termination. Upon termination of Employee's employment by reason of Involuntary Termination or Change of Control Termination (other than a Termination for Cause), the employment relationship created pursuant to this Agreement will terminate and no further compensation will become payable to Employee pursuant to Section 5 or Section 6 upon the effectiveness of such Involuntary Termination or Change of Control Termination. Upon Employee's Involuntary Termination or Change of Control Termination (other than a Termination for Cause), Employee will be entitled to receive only the amounts provided in this Section 8.B: (i) the unpaid base salary earned by Employee pursuant to Section 5.A for services rendered through the date of such termination; (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year plus (x) in the case of an Involuntary Termination, a pro rata portion, based on the date of the Involuntary Termination, of the bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year or (y) in the case of a Change in Control Termination, the entire bonus compensation pursuant to Section 5.C in respect of the current calendar year, assuming for these purposes that all performance targets have been met, with this amount to be paid within 30 days after the Change of Control Termination; (iii) unreimbursed amounts under Section 6.A; (iv) a lump sum severance payment in an aggregate amount equal to twelve (12) months of the Employee's then current base salary; and (v) twelve (12) months of COBRA coverage under the Company's medical, dental and vision plans, as then in effect, at the cost paid by active employees of the Company, if and to the extent the Employee and his eligible dependents (a) are participating in such plans on his effective date of termination and (b) timely enroll for COBRA coverage thereunder. The severance pay and benefits in respect of clauses (iv) and (v) shall be contingent upon Employee's execution and delivery to the Company of an unconditional general release, in form satisfactory to the Company, of all claims against the Company and its Affiliates and their respective directors, officers, employees and representatives, arising from or in connection with this Agreement or Employee's employment with the Company, subject to applicable law. Further, the severance pay and benefits set forth in clauses (iv) and (v) shall be contingent upon Employee's continued performance of his obligations under Sections 7.A, 7.B, 7.D, 7.E and 7.G. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination or Change of Control Termination; any amount in respect of clause (ii) shall be paid in accordance with clause (ii); and any severance amount in respect of clause (iv) shall be paid as soon as administratively feasible after the Employee's execution and delivery to the Company an unconditional general release, as described in this Section 8.B.

C. Termination for Cause. The Company may at any time, upon written notice, terminate Employee's employment hereunder for any act qualifying as a Termination for Cause. Such termination will be effective immediately upon such notice. Upon such Termination for Cause, the Company will only be required to pay Employee (i) any unpaid compensation earned by Employee pursuant to Section 5.A, (ii) any accrued but unpaid compensation pursuant to Section 5.C determined by the Compensation Committee, in its sole direction, to have been earned in respect of the immediately preceding calendar year, contingent on funding of the bonus pool in respect of the current calendar year, with this amount to be paid on or before March 15 of the next succeeding calendar year, and (iii) unreimbursed amounts under Section 6.A; no termination or severance benefits will be payable to Employee under Section 8.B. Any payments in respect of clauses (i) or (iii) shall be made within thirty (30) days of such Involuntary Termination; and any amount in respect of clause (ii) shall be paid in accordance with clause (ii).

D. Resignations. Upon any termination of Employee's employment, Employee will immediately resign from (1) all officer or other positions of the Company and its Affiliates and (2) all fiduciary positions (including as trustee) Employee then holds with respect to any pension plans or trusts established by the Company.

9. Indemnification; Liability Insurance.

A. The Company hereby agrees to indemnify Employee and hold him harmless to the fullest extent permitted under the by-laws of the Company in effect on the date of this Agreement against and in respect to any actual or threatened actions, suits, proceedings, claims, demands, judgments, costs, expenses (including reasonable attorney's fees), losses, and damages (collectively, "**Claims**") resulting from the good faith performance of his assigned duties and responsibilities with the Company and any affiliates or subsidiaries of the Company. In furtherance of the Company's obligation to advance expenses under the by-laws of the Company in effect on the date of this Agreement, the Company, within 10 days of presentation of invoices, will advance to Employee reimbursement of all legal fees and disbursements Employee actually incurs in connection with any potentially indemnifiable matter provided that Employee, to the extent required by applicable law, undertake to repay such amount in the event that it is ultimately determined that Employee is not entitled to be indemnified. In addition, the Company will cover Employee under directors and officers liability insurance both during and, while potential liability exists, after the termination of Employee's employment in the same amount and to the same extent as the Company covers its other officers and directors. To the extent permitted by applicable law and the Company's by-laws in effect on the date of this Agreement, Employee will not be liable to the Company or any of its affiliates or subsidiaries for his acts or omissions, except to the extent that such acts or omissions were not made in the good faith performance of his assigned duties and responsibilities. The obligations and limits contained in this Section 9 will survive the termination of Employee's employment with the Company.

B. Employee hereby agrees to indemnify the Company, its Affiliates, and their respective successors, assigns, directors, officers, employees and representatives and hold them harmless to the fullest extent permitted under the law against and in respect of any actual or threatened Claims resulting from or attributable to any and all willful, criminal or grossly negligent acts or omissions of Employee in connection with Employee's actions under this Agreement; provided, however, that to the extent any such liabilities, costs, damages, expenses and attorney's fees are compensated for by insurance purchased by the Company and/or Employee, Employee shall not be required to reimburse the Company for the same.

10. **Section 409A**. This Agreement shall be interpreted and applied in all circumstances in a manner that is consistent with the intent of the parties that, to the extent applicable, amounts earned and payable pursuant to this Agreement shall constitute short-term deferrals exempt from the application of Section 409A and, if not exempt, that amounts earned and payable pursuant to this Agreement shall not be subject to the premature income recognition or adverse tax provisions of Section 409A. Any payments to be made under this Agreement upon a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by Employee on account of non-compliance with Section 409A. Notwithstanding anything in the Agreement to the contrary, if the Employee is determined to be a "specified employee" (as defined in Section 409A) for the year in which Employee incurs a separation from service, any payment due under the Agreement that is not permitted to be paid on the date of such separation without the imposition of additional taxes, interest and penalties under Section 409A shall be paid on the first business day following the six-month anniversary of the Employee's date of separation or, if earlier, Employee's death. If the period for considering and revoking the release described in Section 8.B, spans two taxable years, payments will not commence until the second taxable year. Any payments in respect of clauses (v) or (vi) of Section 8.B, shall be made upon the expiration of the maximum period to review and revoke the release referenced in Section 8.B.

11. **Choice of Law.** This Agreement is being executed and delivered in the State of Michigan. The provisions of this Agreement will be construed and interpreted under the laws of the State of Michigan, excluding such jurisdiction's conflict of laws principles. The parties expressly agree that the Oakland County Circuit Court shall have exclusive jurisdiction over any disputes arising out of this Agreement and that venue is only appropriate in such circuit court.

12. **Entire Agreement; Severability; Amendments.** This Agreement, along with the other agreements referred to herein, contain the entire agreement of the parties relating to the subject matter hereof and supersede any and all negotiations, discussions, proposed drafts and previous employment and compensation agreements. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not expressly set forth in this Agreement. The provisions of this Agreement shall be deemed severable and, if any provision is found to be illegal, invalid or unenforceable for any reason, (a) the provision will be amended automatically to the minimum extent necessary to cure the illegality or invalidity and permit enforcement and (b) the illegality, invalidity or unenforceability will not affect the legality, validity or enforceability of the other provisions hereof. No amendments, alterations or modifications of this Agreement will be valid unless made in writing and signed by Employee and a duly authorized officer or director of the Company.

13. **Assignment.** Notwithstanding anything else herein, this Agreement is personal to Employee and neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by Employee. Notwithstanding anything to the contrary, in the event of Employee's death, any amounts owing to Employee as compensation shall be payable to a beneficiary designated in writing by Employee, or if no such designation was made, to Employee's estate. The Company may assign this Agreement to an Affiliate or to any acquiror of all or substantially all of the business, stock and/or assets of the Company, in which case the term "Company" will mean such affiliate or acquiror. This Agreement will inure to the benefit of and be binding upon the personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees, legatees and permitted assignees of the parties.

14. **Waiver.** The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power, or privilege under this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

15. **Counterparts, Signatures.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. To the maximum extent permitted by applicable law, this Agreement may be executed via facsimile or scanned electronic mail transmission.

16. **Binding Agreement.** This Agreement shall become effective only upon execution by both parties. The submission of this Agreement for review to Employee shall not be construed to be a binding offer of employment.

17. **Notices.** Any notice required to be given under this Agreement shall be deemed sufficient, if in writing, and sent by certified mail, return receipt requested, via overnight courier, or hand delivered to the Company at Office of the Corporate Secretary, 3851 W. Hamlin Road, Rochester Hills, Michigan 48309 and to Employee at the most recent address reflected in the Company's permanent records.

18. **Headings.** The section headings as herein used are for convenience of reference only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

19. **Construction.** The parties acknowledge that they jointly drafted this Agreement, that no party can be properly referred to as the drafter of same and that none of the language contained here can be properly construed against either party as the drafter of same.

InfuSystem Holdings, Inc.

By: /s/ Richard A. Dilorio

Name: Richard A. Dilorio

Title: Chief Executive Officer

/s/ Thomas Ruiz

Thomas Ruiz