



Item 1.01 Entry into a Material Definitive Agreement.

On August 2, 2017, Progressive Care, Inc. (the “Company”) entered into a Consulting Agreement (the “Consulting Agreement”) with First Look Equities, LLC. (“FIRST LOOK”) pursuant to which FIRST LOOK will furnish to the Company business advisory and consulting services for the purpose of creating market awareness of the Company. The term of the Consulting Agreement is for a six (6) month period commencing on August 2, 2017 and ending on February 1, 2018. As compensation for services rendered pursuant to the Consulting Agreement, FIRST LOOK shall receive compensation payable under the following terms: (a) \$32,500 USD in restricted common shares of Progressive Care, Inc. (RXMD) valued at \$0.02 USD per share (1,625,000 shares) pursuant to Rule 144, (b) \$30,000 in cash paid monthly in \$5,000 USD installments for the length of the term, (c) \$2,500 initial set-up fee, and (d) a variable marketing budget to cover the costs advertising on electronic platforms. FIRST LOOK has agreed to a leak-out provision whereby upon expiration of the 12 month restricted stock period, FIRST LOOK is limited to selling stock to 100,000 shares per day or 20% of the day’s volume whichever is less.

The above description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the Consulting Agreement, which is attached hereto.

Progressive Care, Inc.
901 N Miami Beach Blvd., Ste 1-2
North Miami Beach, FL 33162
Ph: 305-919-7399 Fax: 305-919-7424
investors@progressivecareus.com

Consulting Agreement

This Consulting Agreement (the "Agreement") is made by and between **First Look Equities LLC**, a Georgia corporation (the "Consultant"), and **Progressive Care Inc** a Delaware corporation (the "Company"), and is effective on August 2, 2017 (the "Effective Date"). Consultant and Company are sometimes also referred to individually as a "Party" and collectively, as "Parties."

Whereas, the Company desires to retain Consultant, on a non-exclusive basis, to provide the services specified herein; and

Whereas, Consultant desires to provide such services, subject to the terms and conditions of this Agreement;

Therefore, in consideration of the mutual covenants contained herein, Consultant and Company agree as follows:

1. Engagement

Company hereby engages Consultant on a non-exclusive basis, and Consultant hereby accepts the engagement to (i) identify and introduce to the Company third-party accredited investors, investment bankers, individual brokers, and broker-dealers (ii) introduce various potential retail sales prospects to the Company, (iii) provide advice regarding investor relations, press releases and other types of public relations; and (iv) render such other similar advice, consultation, information, and services as may be requested by the Company from time to time (collectively, the "Services"). Consultant shall have no power to bind Company to any contract or obligation or to transact any business in Company's name or on behalf of Company in any manner, without the prior written consent of the Company.

2. Duties of Company

Company shall provide to Consultant, upon written and/or verbal request, financial statements, OTC filings, Standard & Poor's filings, broker-dealer agreements, news announcements, shareholder reports, and other related documents for the specific purpose of assisting Consultant in providing information on Company to potential investors, or other potential clients. Company agrees to promptly forward due-diligence packages and other appropriate literature to third parties as requested by Consultant. The Company will furnish color sales literature and brochures that it would normally prepare in the ordinary course of its business, at the Company's expense. Company shall be solely responsible for any and all federal and state securities and other regulatory filings. The Company will, at all relevant times, adhere to the rules and regulations of the United States Securities and Exchange Commission, including those pertaining to publicly-traded entities.

3. Compensation

In exchange for the Services, the Company shall pay the Consultant the amount listed in Exhibit A as well as any approved invoices submitted by the Consultant for additional services rendered to the Company during the previous month (the "Compensation"). Each invoice shall be paid on or before fifteen (15) days following receipt of the applicable invoice.

4. Termination

Consultant's service pursuant to this Agreement shall commence on the Effective Date and shall continue until terminated as follows:

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- a. Termination Without Cause. This Agreement may be terminated by either Party, for any reason, upon thirty (30) days prior written notice to the other Party. The effective date of the termination shall be the thirtieth (30th) day of the notice period. In such event, Consultant shall be entitled to receive Compensation accrued through the effective date of the termination.
- b. Termination For Cause. This Agreement may be terminated by either Party, without any advance notice, if the other Party (or any of such other Party's officers, directors, agents or authorized representatives) commits any act of intentional misconduct or materially breaches any provision of this Agreement (and, in the case of a breach, such breach is not cured within 10 days). The effective date of the termination under this paragraph shall be the date on which a Party notifies the offending Party of termination. In such event, Consultant shall be entitled to receive Compensation accrued through the effective date of termination.

5. Nature of Relationship

- a. Independent Status. Consultant shall be responsible for, and shall have and retain control over, the details and means of performing the Services. Nothing contained in this Agreement shall be construed to create an employer-employee or principal-agent relationship between Company and Consultant. Consultant shall not be regarded as an employee or agent of the Company, nor shall Consultant represent itself as such. Company will not provide Consultant with any supplies, tools, office space, or other facilities in connection with Consultant's performance of the Services under this Agreement.
- b. Taxes. Consultant shall be responsible for paying all income, payroll, or other taxes owed in connection with the Compensation paid to Consultant under this Agreement. Consultant agrees to indemnify Company for any claims asserted against Company by any taxing authority or governmental agency for taxes owed on such compensation.
- c. Benefits. Neither Consultant nor any of its officers, employees, or agents shall be entitled to receive any employee benefits from Company, including retirement plan benefits, health, life and/or disability insurance, vacation, sick pay, workers' compensation or any other benefits.
- d. Expenses. Company will promptly reimburse Consultant for all reasonable and necessary expenses incurred by Consultant on behalf of, and in the course of the performance of Services for, the Company. Consultant shall not incur any expense on behalf of the Company unless such expense has been approved, in advance, by an authorized officer or employee of the Company.

6. Indemnification

- a. By Consultant. Consultant shall defend, indemnify and hold harmless Company from and against any liability, damages (whether actual, consequential, special or punitive), claims, expenses, fees, penalties, or costs alleged against or incurred by Company as a result of any act of gross negligence or willful misconduct by Consultant under this Agreement.
- b. By Company. Company shall defend, indemnify and hold harmless Consultant from and against any liability, damages (whether actual, consequential, special or punitive), claims, expenses, fees, penalties, or costs alleged against or incurred by Consultant by reason of any act or omission performed or omitted by Consultant under this Agreement in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on Consultant by this Agreement; provided that Consultant shall not be entitled to be indemnified for any loss, damage or claim arising out of the gross negligence or willful misconduct of Consultant. Except for gross negligence and willful misconduct, THE INDEMNIFICATION PROVIDED FOR IN THIS SECTION SHALL BE APPLICABLE WHETHER OR NOT THE LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE SOLELY OR IN PART FROM THE ACTIVE, PASSIVE OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OF CONSULTANT.

7. Restrictive Covenants

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- a. Confidentiality. In carrying out its responsibilities under this Agreement, a Party (the "Disclosing Party") may disclose and make available to the other Party (the "Recipient") Confidential Information, under the terms and conditions set forth in this Section.
- b. Definition of "Confidential Information". "Confidential Information" means all non-public information or data (in whatever form and however communicated) relating, directly or indirectly, to the Disclosing Party, including any such information that is delivered or disclosed by a Disclosing Party or any officers, directors, partners, members, employees, agents, or shareholders of a Disclosing Party to a Recipient in writing, electronically, verbally or through visual means, or which Recipient learns or obtains aurally, through observation or through analyses, interpretations, compilations, studies or evaluations of information or data; including, without limitation, all lists, interpretations, compilations, studies and evaluations of such information or data concerning a Disclosing Party generated or prepared by or on behalf of a Disclosing Party or Recipient; provided, however, that Confidential Information shall not include information, data or knowledge, as shown by written records, that: (i) is in Recipient's possession prior to disclosure to Recipient; (ii) is in the public domain prior to disclosure to Recipient; or (iii) lawfully enters the public domain through no violation of this Agreement after disclosure to Recipient.
- c. Restricted use of Capital Campaign List of Investors. Progressive Care Inc will have exclusive rights and use of all data, however, this information may not be used or shared with anyone for any purpose other than to support the Company.
- d. Use of Confidential Information. Each Party covenants and agrees to use Confidential Information solely for the purposes contemplated by this Agreement and for no other purpose.
- d. Disclosure of Confidential Information. Except for permitted uses in connection with this Agreement, Recipient agrees to keep Confidential Information confidential and not to disclose any Confidential Information to any Person other than: (i) such of Recipient's officers, directors, or employees who have a bona fide need for access to the Confidential Information in order for Recipient to carry out its responsibilities under this Agreement, (ii) such other persons as the Disclosing Party hereafter agrees in writing may receive Confidential Information, provided that such persons have agreed in writing to be likewise bound by the provisions of this Agreement; or (iii) in a judicial, administrative or governmental proceeding pursuant to a valid subpoena or other applicable order or statute. Notwithstanding the foregoing, Confidential Information may be disclosed to any U.S. governmental (federal or state) agency or authority, if ordered to do so.
- e. Liability. The recipient shall be responsible and liable for any use or disclosure of the Confidential Information by any person in violation of this Agreement.
- f. Copies of Documents. Recipient agrees not to make or reproduce any copies of any document (or any portion thereof) which includes Confidential Information, except (a) in connection with the purposes contemplated by this Agreement and (b) to deliver copies of such documents to persons as permitted pursuant to this Agreement.
- g. Return of Documents. Within ten (10) Business Days after a written request by the Disclosing Party, the Recipient shall (a) return to the Disclosing Party all Documents (including all copies thereof) which have been delivered or disclosed to Recipient pursuant to this Agreement, or which Recipient has obtained, and which include Confidential Information, and (b) destroy, and certify to the Disclosing Party, in writing, that Recipient has destroyed, all other related documents, including, without limitation, all Documents prepared by Recipient or others utilizing or relating to any portion of the Confidential Information.
- h. Survival. The obligations of the Parties under this Section shall survive the termination of this Agreement for a period of three (3) years, unless otherwise determined, in writing, by the Parties.
- i. Remedies. In the event of a breach or attempted breach of the provisions of this Section by Consultant, it is understood and agreed that, notwithstanding the provisions of Section 8 below, Company shall be entitled to injunctive relief, as well as any other applicable remedy at law or in equity. Consultant expressly agrees and acknowledges that this provision is reasonable and necessary for the protection of the business of Company.

8. Dispute Resolution

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The parties agree that any dispute arising between them related to this Agreement or the performance hereof, if not resolved through mutual agreement, shall be submitted to the American Arbitration Association for resolution through binding arbitration under the then-current rules for business disputes. Arbitration proceedings shall, if possible, be conducted in Miami-Dade County, FL. The Arbitrator shall have the authority to award to the prevailing party its reasonable costs and attorney's fees. Any decision or award by the arbitrator shall be binding upon the Parties. Judgment upon an award may be entered in any court having jurisdiction.

9. Notices

All notices, requests, or consents (collectively, "Notice") provided for or permitted to be given under this Agreement must be in writing and must be given by (i) depositing such writing in the United States mail, addressed to the recipient, postage paid, or (ii) delivering such writing to the recipient in person, or (iii) courier, or (iv) facsimile transmission, or (v) email to the address provided for herein. Notice given under this Agreement is effective on receipt by the Person to receive it and must be sent to or made at the following addresses:

Delray Wannemacher

First Look Equities L.L.C.
805 S. Glynn St., Suite 127#336
Fayetteville, GA 30214

Shital Parikh Mars

Progressive Care Inc
901 North Miami Beach Boulevard
North Miami Beach, Florida 33162
United States

A Party may change the address or fax number to which notice is to be given in writing notice as required by this Section.

10. Governing Law

The provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California.

11. Entire Agreement, Amendments, and Waivers

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as set forth specifically herein or contemplated hereby. No supplement, modification or waiver of this Agreement shall be binding unless executed in writing by the Party to be bound thereby. The failure of a party to exercise any right or remedy shall not be deemed or constitute a continuing or subsequent waiver of such right or remedy. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision hereof, nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

12. Binding Effect and Assignment

This Agreement is binding upon and shall inure to the benefit of the Parties and their respective permitted successors and assigns; but neither this Agreement nor any of the rights, benefits or obligations

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hereunder shall be assigned, by operation of law or otherwise, by any Party without the prior written consent of the other Party.

13. Severability

If any provision of the Agreement is rendered or declared illegal or unenforceable by reason of any existing or subsequently enacted legislation or by decree of a court of last resort, Company and Consultant shall promptly meet and negotiate substitute provisions for those rendered or declared illegal or unenforceable, but all of the remaining provisions of this Agreement shall remain in full force and effect.

14. Advice of Counsel

The parties acknowledge that, in executing this Agreement, they have each reviewed it, understand its terms, have had an opportunity to seek guidance from a counsel of their own choosing and are acting knowingly and voluntarily.

/s/ Delray Wannemacher

/s/ Shital Parikh Mars

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Exhibit A

Pricing of Services

First Look Equities proposes to following services and prices:

First Look Equities Cash Component

Set up Fee = \$2,500

Campaign Management Consulting Fees = 5,000 / month = \$30,000 / 6 months

Subtotal \$32,500

First Look Equities Stock or Equity Component

Total amount to be financed with Stock or Equities. \$32,500 First Look Equities is financing \$32,500 of Campaign Services through Stocks from Progressive Care Inc. Progressive Care Inc is required to issue a total of 1,625,000 shares at \$0.2 per share to cover this amount.

The Stock will need to be submitted to First Look Equities in the form of "Customer" company stock in one block of shares (one stock certificate). Progressive Care Inc agrees to assist in removal of any legend once the stock becomes sellable under Rule 144. Customer also agrees to assist with the transfer agent to issue a stock certificate with a physical certificate identifying the total number of shares within 30 days of signing this contract.

If at the end of the 12 Month Restricted Stock Period, if the shares of stock are valued at less than \$32,500 (based on the lesser of the closing bid at the 365 day mark or the trailing 20 day closing bid average), additional shares of "Customer" stock will need to be immediately issued to First Look Equities to equal the original \$32,500 stock value at the start of this contract.

First Look Equities Agrees to leak-out provision limiting the sale of stock to 100,000 shares per day or 20% of the day's volume whichever is less.

Customer agrees and acknowledges that the Campaign fee is **NON-REFUNDABLE**. The Customer's failure to abide by this Agreement or the Terms and Conditions may result in immediate termination of the Campaign, and the entire Campaign fee will be forfeited.

Total of Stock or Equity Component \$32,500

Progressive Care Inc Monthly Advertising Budget

As part of the Campaign, Progressive Care Inc is required to cover the cost of advertising expenses in all electronic platforms used by First Look Equities. Progressive Care Inc will cover such cost by paying a monthly Advertising fee to First Look Equities. First Look Equities will be using 100% of those dollars for advertising expenditures only. The proposed Monthly Advertising Budget for this Campaign is **\$2,500** per month. Monthly Advertising Budget can be adjusted anytime upon customer's request by written notice.

Monthly Advertising Budget \$2,500 per month

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