



Distributor: _____ Name: _____

Email: _____ Cell: _____

Product(s): _____

CUSTOMER INFORMATION

Provider Name: _____ Tax ID: _____

Practice Name: _____ Practice Phone: _____

Ship To Address: _____

City: _____ State: _____ Zip: _____

Contact Name: _____ Contact Phone: _____

Contact Email: _____ Fax: _____

How Do You Bill?

Group NPI: _____ Individual NPI: _____

Bill To Address: _____

City: _____ State: _____ Zip: _____

AP Contact Name: _____ AP Phone: _____

AP Email: _____

Claims Processor Name: _____

Claims Processor Phone: _____

Claims Processor Email: _____

EMAIL FORM TO: contracts@nhmedical.com



Net Terms Cellular Tissue Product Agreement

This AGREEMENT ("Agreement") is made and entered into as of the _____ day of _____, 2025 ("the Effective Date") by and between New Horizon Medical Solutions, LLC ("Company"), and _____ ("Customer").

Customer's Office Address: _____

The Company and the Customer are referred to herein individually as a "Party" and collectively as the "Parties."

Recitals

Whereas, the Company is a supplier of cellular tissue products and affiliated medical products (the "Products");

Whereas, the Customer is a purchaser of cellular tissue products and medical products;

Whereas, the Customer wishes to purchase Products from the Company under the Net Terms payment program; and

Whereas, the Parties desire to establish the terms and conditions for the sale and purchase of Products under this Agreement.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties hereby agree as follows:

1. Term; Termination. The Term of this Agreement shall be for a period of one (1) year from the Effective Date and will be extended only upon mutual written agreement of the Parties (such period, including all extensions, the "Term"). Either party may terminate the Agreement with or without cause, for any reason whatsoever, and at any time, by providing thirty-day (30) written notice of termination to the other party.

2. Relationship of Parties. The Parties hereto expressly understand and agree that Customer is an independent contractor and not an employee, and the Parties are not partners, joint venturers or otherwise affiliated. Neither Party has any right or authority to assume or create any obligations of any kind or to make any representation or warranty on behalf of the other party, whether express or implied, or to bind the other party in any respect whatsoever, except as expressly provided for hereunder. Customer shall be solely responsible for all of its employees and agents and its labor costs and expenses arising in connection with this Agreement. Company is in no manner associated with or otherwise connected with the actual performance of this Agreement

on the part of Customer, nor with Customer's employment of other persons or incurring of other expenses. Company shall have no right to exercise any control whatsoever over the activities or operations of Customer.

3. Price. The Customer shall purchase the Products from the Company at the prices set forth in the Company's price list in effect at the time that this Agreement is entered into, or as otherwise agreed in writing between Company and the Customer. The initial price list is set forth as Exhibit A hereto. The Company reserves the right to adjust the prices at regular intervals to reflect changes communicated by the federal payor, for the relevant Products. Any such price adjustments shall be communicated to the Customer in writing with adequate prior notice and will apply to all orders placed after the effective date of the adjustment. The Customer acknowledges and agrees that these price adjustments are necessary to align with industry standards and federal payor reimbursement policies.

4. Payment Terms

- a. Payment. Customer agrees to remit payment to the Company for the invoiced amount based on the selected net payment terms. Please indicate your selection below:

- ☐ **Net-30:** Payment due within thirty (30) days from the date of the invoice.
- ☐ **Net-45:** Payment due within forty-five (45) days from the date of the invoice.
- ☐ **Net-60:** Payment due within sixty (60) days from the date of the invoice.

Each invoice will include the applicable price for the Products ordered, any additional fees, and any other charges or credits applied to the Customer's account as of the invoice date. Notwithstanding the foregoing, the Company reserves the right to issue interim invoices at its discretion, including for partial payments or necessary adjustments.

- b. Late Payments. If payments are not received by the due date, Company reserves the right to charge a late payment fee of 1% per month (or, if lesser, the maximum amount permitted by law) on the outstanding balance. The Company reserves the right to suspend future deliveries or terminate the Agreement if the Customer fails to make timely payments.
- c. Credit Approval. All orders are subject to credit approval by the Company. The Company reserves the right to withdraw or adjust payment terms based on the Customer's creditworthiness.
- d. Taxes. The Customer is responsible for all applicable taxes, including sales, use, excise, or similar taxes, except those taxes based on the Company's income.
- e. Explanation of Benefits. To ensure compliance with the payment terms and conditions, the Customer agrees to provide the Company with an Explanation of Benefits ("EOB") for each relevant transaction, whether the claim is approved or denied. Failure to provide the EOB may result in a delay of subsequent orders or services. In the event of non-payment for any invoiced product(s) or services, the Company reserves the right to report such

unpaid invoices to the Federal Payor. The Customer acknowledges and agrees that this reporting may include, but is not limited to, disclosure of the outstanding amounts, the nature of the product(s) or services provided, and any other necessary information to facilitate collection or compliance with applicable federal reimbursement requirements.

5. Product Usage. Upon receipt of the Products, Customer agrees that it and its treating physicians will utilize the Products solely for the treatment of patients as medically necessary, consistent with Product guidelines, and in accordance with applicable medical standards. Customer acknowledges and agrees that the use of the Products is subject to the sole discretion and professional medical judgment of Customer's treating providers, and Company is not and shall not be liable for the judgment of any treating provider or any results thereof.

6. Delivery and Risk of Loss. Delivery shall be CIP. Title and risk of loss shall pass to the Customer upon the Company's delivery to the carrier. The Customer agrees to inspect Products upon receipt for any discrepancies, defects or damages and notify the Company by email to products@nhmedical.com, within 48 hours of receipt.

7. Return Policy. The Company does not accept the return of Products from Customers unless they are received damaged or defective. The Customer shall not return Products without prior written approval from the Company. Any returns must comply with the Company's then-current return policies, which Company may change in its sole discretion from time to time.

8. Compliance with Laws. The Customer agrees to comply with all Applicable Laws in connection with its use of the Products. For purposes of this Agreement, Applicable Laws shall include, without limitation, FDA regulations, the federal Stark Law, the federal False Claims Act, the federal health care program Anti-Kickback Statute (including, without limitation, final rules published by the Department of Health and Human Services, the Office of the Inspector General ("OIG") and the Centers for Medicare and Medicaid Services ("CMS") related to each of the foregoing), the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (as amended by the Health Information Technology for Economic and Clinical Health Act of 2009), the privacy and criminal fraud provisions of HIPAA, the Physician Payments Sunshine Act, the federal Food, Drug, and Cosmetics Act ("FDCA"), the federal Public Health Service Act, the applicable requirements of Medicare, Medicaid and other government health care programs, including the Veterans Health Administration and U.S. Department of Defense health care and contracting programs, the federal civil monetary penalties statute, similar state laws, any regulations or guidance promulgated under such federal or state laws, each as may be amended from time to time.

9. Restrictive Covenants. The Parties covenant and agree to the following during the twelve (12) month period immediately following the termination of this Agreement ("Restrictive Period"):

- a. **Non-Solicitation of Suppliers; Non-Circumvention.** During the Restricted Period, the Customer covenants and agrees that it will not, without the prior written consent of the Company, directly or indirectly (whether as a sole proprietor, partner, stockholder, director, officer, employee or in any other capacity as principal or agent), use Company's Confidential Information (such as but not limited to supplier, manufacturer, or vendor lists

and contact information) to contact its suppliers, manufacturers or vendors. In addition, during the Term of this Agreement and for a period of ninety (90) days after the termination of this Agreement, Customer agrees that it shall not circumvent or bypass Company by using Company's Confidential information to do business of the nature of that being transacted in connection with this Agreement with a person or entity confidentially introduced to Customer during the Term.

- b. **Non-Solicitation of Employees.** During the Restricted Period, the Customer shall not, directly or indirectly, use Company's Confidential Information (such as but not limited to employees names, lists and contact information) to induce, influence, interfere, combine, or conspire with, or attempt to induce, influence, interfere, combine, or conspire with, any of the former (within past year) or current employees of, or consultants to, the Company for the purposes of terminating their employment or relationship with the Company or enabling them to compete against the Company or any future subsidiaries, parents, or affiliates of the Company.
- c. **Non-Solicitation of Accounts.** During the Restricted Period, the Customer shall not, directly or indirectly, use Company's Confidential Information to solicit, interfere with, or disrupt or attempt to solicit, interfere with, or disrupt any present or prospective relationship, contractual or otherwise, between the Company and any supplier, sales representative or other person or entity, or otherwise tortiously interfere with Company's contractual relationships.
- d. **Reasonableness and Enforcement of Restrictions.** The parties acknowledge that the covenants and agreements set forth in this Section are reasonable in all respects and are a material inducement to the Company to enter into this Agreement and that the existence and enforcement of such covenants and agreements was a material consideration to the determination of the parties' compensation under this Agreement. The parties hereby agree that any violation by the parties of the covenants contained in this Agreement shall cause irreparable damage to the Company for which the Company will have no adequate remedy at law. In the event that the Customer breaches any of the covenants contained in this Agreement, the Customer hereby agrees and acknowledges that the Company, upon the filing of an action in a court of competent jurisdiction in Clark County, Nevada, shall be immediately entitled to the issuance of an ex parte preliminary injunction enjoining the Customer from continuing any such breach as well as for any all damages arising from such conduct. The parties expressly acknowledge and agree, without limitation, that the Company or any successor or assign of the Company may enforce the provisions of this Agreement, including without limitation, this Section. The provisions contained in this Section (inclusive of all subsections thereof) shall survive termination of this Agreement. If the final judgment of an arbitrator or court of competent jurisdiction declares that any term or provision of this Section is invalid or unenforceable, each party agrees that the tribunal making the determination of invalidity or unenforceability shall have the power to reduce the scope, duration, or area of the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified after the expiration of the time within which the judgment may be appealed.

10. Confidentiality; Proprietary Information. Each Party agrees to maintain the confidentiality of any proprietary or confidential information disclosed by the other Party during the term of this Agreement. Customer acknowledges that all the rights with respect to the Products, including, but not limited to, all patents, trademarks, copyrights, service marks, trade names, technology, know how, moral rights and trade secrets, all applications for any of the foregoing, and all permits, grants and licenses or other rights relating to the Products (the “Intellectual Property Rights”) are and shall remain the sole property of Company. Customer further acknowledges that Customer is not granted any right in any such Intellectual Property Right whatsoever, except the limited right, non-exclusive right as expressly approved by Company to use such Intellectual Property Rights in the Approved Materials; provided, however, that Customer hereby acknowledges no ownership rights shall be conveyed thereby and hereby disclaims the same. Customer agrees to promptly notify Company of any infringement or alleged infringement of any Intellectual Property Right by any third party of which it becomes aware, and shall assist Company (but in all events without cost or expense for Customer in rendering any such assistance) in protecting its rights in connection therewith. During the course of this Agreement, it may be necessary for Company to share Proprietary Information with Customer in order for Customer to seek out potential sales and Customer agrees not to disclose or otherwise reveal to any third party, or to use such Proprietary Information (defined herein), which Customer receives, observes, or otherwise obtains from Company for any purpose other than in furtherance of the duties and arrangements contemplated herein (and in no event for the benefit of any person or entity other than Company in pursuit of sales hereunder). Such confidential and/or proprietary information shall include, without limitation, information about Products, including, without limitation Intellectual Property Rights, information about Company’s business plans and strategies, pricing data, industry knowledge, customer and prospective customer lists, information about Company’s systems, processes and methods (including without limitation those related to proprietary billing and invoicing), and other information, materials, and/or trade secrets, regardless of form, that by its nature or markings (though it need not be marked confidential) constitutes the proprietary information of Company (“Proprietary Information”). This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party. Upon termination of this Agreement, Customer will return to Company all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by Customer during the Term of this Agreement.

11. Sales and Marketing Materials. Customer acknowledges that Company is regulated by the FDA and is subject to specific and approved descriptive content in any and all advertising and marketing information or literature regarding Company medical devices. Customer can obtain marketing and sales literature, for its use, directly from Company, or produce its own marketing literature, provided every piece is approved in writing by Company prior to dissemination (collectively, the “Approved Materials”). Customer hereby acknowledges and agrees that Company is not responsible or liable for any information produced outside its guidelines and that Customer shall be solely and exclusively responsible and shall indemnify and hold Company harmless for Customer’s use (or the use by its employees or agents) of marketing or sales materials which are not Approved Materials and any actions, claims, damages, losses, or expenses (including attorney fees) resulting therefrom or relating thereto. The foregoing indemnification shall be in addition to all other remedies under this Agreement, which shall include Company’s right to immediately terminate this Agreement, without notice, and any remedies available at law and in equity. Customer further agrees that it shall not use the Company’s name

or marks in performing its duties hereunder, as part of its' business name, or otherwise, without prior written approval from Company. Notwithstanding anything to the contrary, including, without limitation, Company's approval of Customers use of Company's name or marks, in no event shall any ownership accrue to Customer by such approval and/or use; provided, that all such ownership shall be retained by Company in all respects.

12. Warranties and Disclaimers. Customer acknowledges and agrees that the literature and manufacturer's documentation packaged with the Products contain all warranties, representations, and disclosures concerning the Products and their use. Customer has no authority, express or implied, to make any warranties, representations, or disclosures, nor to authorize any of its representatives to make any warranties, representations, or disclosures, beyond those provided within the Product packaging. NO WARRANTY CONCERNING THE PRODUCTS OR THE USE THEREOF IS EXTENDED TO CUSTOMER UNDER THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY'S SOLE LIABILITY FOR BREACH OF ANY WARRANTY RELATING TO THE PRODUCTS SHALL BE, AT COMPANY'S SOLE DISCRETION, CREDIT FOR OR REPLACEMENT OF THE NONCONFORMING PRODUCT. OTHER THAN AS EXPRESSLY SET FORTH ABOVE, COMPANY DOES NOT PROVIDE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH RESPECT TO THE PRODUCTS, THE USE THEREOF, THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY, AND COMPANY EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; WARRANTIES OF SAFETY, ACCURACY, OR NON-INFRINGEMENT; AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

13. Limitation of Liability for Defects. EXCEPT FOR A BREACH OF SECTIONS 5, 8, OR 10 OF THIS AGREEMENT AND EXCEPT AS REQUIRED BY SECTION 11 OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR LOSS OF PROFITS OR REVENUE, OR INTERRUPTION OF BUSINESS, IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ANY THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S MAXIMUM LIABILITY FOR ALL CLAIMS IN THE AGGREGATE ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE RELATIONSHIP BETWEEN THE PARTIES SHALL BE LIMITED TO ACTUAL DIRECT MONEY DAMAGES ONLY AND SHALL NOT EXCEED THE LESSER OF THE AMOUNTS PAID BY CUSTOMER TO COMPANY HEREUNDER OR THE FEES PAID BY CUSTOMER TO COMPANY DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EARLIEST DATE ON WHICH THE EVENT GIVING RISE TO THE LIABILITY OCCURRED.

14. Indemnification. Indemnification. Each party (each an "Indemnifying Party") shall indemnify, defend and hold harmless the other party and its officers, directors, employees and agents (each an "Indemnified Party") for any liabilities, losses, damages, costs, fees and expenses (including reasonable attorneys' fees) (collectively, "Losses") payable or owed by such Indemnified Party in

connection with any third party claims, suits, actions, investigations, or proceedings (each, a "Claim") arising or resulting from: (a) any representation or warranty made by an Indemnifying Party that is inconsistent its obligations hereunder; or (b) the breach by Indemnifying Party of a representation, warranty, or covenant of this Agreement; provided, that such indemnity shall not apply to the extent that it is shown that the Claim or Loss was the result of the gross negligence or willful misconduct any Indemnified Party.

In addition to the indemnification obligations above, Customer shall indemnify, defend, and hold harmless Company, its subsidiaries and affiliates, and each of their respective officers, directors, owners (including shareholders), managers, members, employees, and agents from and against any Losses or Claims arising out of, in connection with or in any way related to:

- a) Customer's, Customer's physicians, or any other of Customer's employees' or agents' negligence, gross negligence, recklessness or willful misconduct;
- b) Customer's, Customer's physicians, or any other of Customer's employees' or agents' failure to comply with industry standards;
- c) Customer's, Customer's physicians, or any other of Customer's employees' or agents' services provided to a patient or other third party;
- d) Customer's failure to comply with or adhere to Company's policies or Customer's regulatory compliance obligations;
- e) Customer's failure to obtain necessary licenses or permits;
- f) Customer's failure to comply with Applicable Laws; and
- g) Customer's breach of this Agreement.

15. Compliance. Compliance. The purpose of the Agreement is to enter into a commercially reasonable and fair market value arrangement. The Parties in good faith believe that this Agreement fully complies with Applicable Laws including without limitation the provisions of 42 U.S.C. 1320a-7b (the Medicare/Medicaid "Anti-Kickback Statute"). Neither Company nor Customer are, by virtue of this Agreement or otherwise, willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or other federal or state health care programs. Pricing hereunder will not change based on the volume or value of any referrals or business otherwise generated between the parties for which payment may be made in whole or in part under Medicare or a state health care program. The parties shall comply with the reporting requirements of 42 C.F.R. §1001.952(h), regarding "safe harbor" protection for discounts under the Anti- Kickback Statute. In addition, Customer shall conduct itself in accordance with the highest standards of business and professional ethics and industry best practices, including best practices set forth in industry codes of ethics. Customer understands and acknowledges that Customer is prohibited from providing any payment or any other thing of value to any Person as an inducement to use Products.

16. Miscellaneous.

- a. Notices. All notices provided for in this Agreement shall be directed to the parties at their addresses listed in the signature block of this Agreement or at such other address as such party will have specified in a notice given in accordance with this section, and shall be deemed to have been given: (i) five (5) business days after the date of mailing if sent by

registered or certified U.S. mail, postage prepaid, with return receipt requested; (ii) when transmitted if sent by email, confirmed by evidence of email delivery confirmation; or (iii) when delivered if delivered personally or sent by express courier service (such as but not limited to overnight or two-day delivery via Federal Express, UPS or other similar express courier service). All notices will be sent to the other party at its address as set forth beneath the signature block of this Agreement. In the event of notices to Company, a copy of all notices shall also be sent to the Legal Department at legal@nhmedical.com.

- b. **Entire Agreement.** This Agreement constitutes a single, integrated, written contract expressing the entire understanding and agreement between the Parties, and the terms of the Agreement are contractual and not merely recitals. There is no other agreement, written or oral, expressed or implied between the Parties with respect to the subject matter of this Agreement and the Parties declare and represent that no promise, inducement, or other agreement not expressly contained in this Agreement has been made conferring any benefit upon them or upon which they have relied in any way. All prior and contemporaneous discussions, writings and negotiations have been and are merged into and superseded by this Agreement. The terms and conditions of this Agreement may not be contradicted by evidence of any prior or contemporaneous agreement, and no extrinsic evidence may be introduced in any judicial proceeding to interpret this Agreement.
- c. **Further Assurances; Regulatory Compliance.** Each Party shall execute and cause to be delivered to the other Party such instruments and other documents, and shall take such other actions, as the other Party may reasonably request for the purpose of carrying out or evidencing any of the transactions contemplated by this Agreement, including, without limitation, to amend this Agreement to comply with Applicable Law as set forth herein. It is the intent of the Parties that this Agreement comply with Applicable Law, however, each Party acknowledges that such Applicable Law is complicated and in a state of flux. Therefore in the event that any provision of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction, or the applicable laws and regulations are altered by any legislative or regulatory body, or either party notifies the other party in writing of its reasonable belief that this Agreement or any of its provisions may be declared null, void, unenforceable, or in violation of Applicable Law, and such party is in fact correct as to such conclusion, the remaining provisions, if any, of this Agreement shall nevertheless continue in full force and effect; provided, however, that thereupon either party may without prior notice terminate the engagement provided for hereunder, except to the extent that such modification to the Agreement would be made as a result of one party's assertion of its reasonable belief, in which event only the other such party shall have such right of termination under this Section 16(c).
- d. **Governing Law; Jurisdiction; Waiver Of Jury Trial.** This Agreement shall be construed under the laws of the State of Nevada, without regard to any conflict of law principles. Any dispute arising between the Parties shall be subject to jurisdiction exclusively in courts located in Clark County, Nevada and the parties hereby submit to the jurisdiction of such courts and waive objection thereto. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR

OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS OF THE PURCHASER OR THE COMPANY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT HEREOF.

- e. Legal Fees. If any legal action is necessary to enforce the terms and conditions of this Agreement, the prevailing party may recover all costs of suit and reasonable attorneys' fees.
- f. Amendment. No amendment, modification, addendum, or revision to this Agreement shall be valid, unless it is in writing and signed by all of the Parties to this Agreement.
- g. Severability. If any part of this Agreement shall be determined to be illegal, invalid, or unenforceable, that part shall be severed from this Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the Parties.
- h. No Implied Waivers. The failure of either party at any time to acquire performance by the other party of any provision hereof shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. The waiver of any default or breach of this Agreement shall not be construed as a waiver of any subsequent breach.
- i. Successors; Assignability. This Agreement shall be binding upon, and shall inure to the benefit of, the successors and assigns of the parties to the extent that this Agreement is assignable. This Agreement is not assignable by either party without the express written consent of the other party; provided, however, Company shall have the right to assign this Agreement in its sole and absolute discretion, whether by operation of law, or otherwise, without consent, including without limitation assigning this Agreement to an entity controlling, controlled by, under common control with or otherwise affiliated with Company.
- j. No Strict Construction. The parties hereto agree that they have been represented by, or had the opportunity to retain, counsel during the negotiation and execution of this Agreement and, therefore, waive the application of any law, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.
- k. Counterparts. This Agreement may be executed and delivered (including by facsimile or electronic transmission) in any number of counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed an original, but all of which taken together shall constitute a single instrument.
- l. Electronic Communications and Signatures; Customer Representations and Warranties. Customer agrees to the use of electronic communication in order to enter into agreements

and place orders, and to the electronic delivery of notices, policies and records of transactions. Furthermore, Customer hereby waives any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law. By signing below, Customer agrees to transact business with Company electronically by electronically signing or by otherwise electronically accepting agreements and terms from Company. Customer and signatory represent and warrant that (i) the signatory has the authority to accept this Agreement on behalf of Customer, (ii) the signatory is more than 18 years of age, and (iii) neither the Customer nor the signatory is listed on any U.S. Government list of prohibited or restricted parties or is on any other list barring them from doing business contemplated by this Agreement.

Executed as of the Effective Date.

New Horizon Medical Solutions, LLC:

Name: _____ Signature: _____

Title: _____ Date: _____

Customer:

Name: _____ Signature: _____

Title: _____ Company: _____



Exhibit A

Q Code	Cellular Tissue Product (CTP)	CTP ASP	CTP Price
Q 4303	Complete AA	\$3412.76 per 1 SqCm	ASP less _____ %
Q 4265	NeoStim TL	\$2114.70 per 1 SqCm	ASP less _____ %
Q 4280	Xcell Amnio Matrix	\$2060.40 per 1 SqCm	ASP less _____ %
Q 4238	Derm-Maxx	\$1557.99 per 1 SqCm	ASP less _____ %
Q4205	Membrane Wrap	\$1159.61 per 1 SqCm	ASP less _____ %

- New Horizon Medical Solutions, LLC (“Company”) is the provider of cellular tissue and affiliated medical products (“Products”). The fees payable by the Customer to Company shall include both the management fee for services provided by the Company and the cost of the Products. The total amount invoiced by the Company will reflect these combined charges.
- In the event that reimbursement is denied by the federal payor, the Company agrees to cover the full cost of the Products, provided that the Customer has complied with all applicable contractual and regulatory requirements for obtaining pre-authorization, submitting appeals, and adhering to billing procedures, as stipulated by our Federal Payor Refund Program and Policy included within. This reimbursement obligation is contingent upon the Customer’s fulfillment of all obligations related to the submission of timely and accurate claims, appeals, and supporting documentation as required under the relevant federal payor policies. Any failure to comply with such policies or deadlines may void NHMS reimbursement commitment, if applicable.

New Horizon Medical Solutions, LLC:

Name: _____ Signature: _____

Title: _____ Date: _____

Customer:

Name: _____ Signature: _____

Title: _____ Company: _____

Date: _____



CREDIT CARD AUTHORIZATION FORM

Please sign and complete this form to authorize New Horizon Medical Solutions, LLC ("Company") to charge the credit card listed below for the supply of Cellular Tissue Products ("Products"). By signing this form, you authorize the Company to charge your credit card based on the payment terms selected in your agreement.

Please check the box below to indicate your selected payment terms:

- ☐ **Net-30 Terms:** Charges applied 30 days after Product shipment
- ☐ **Net-45 Terms:** Charges applied 45 days after Product shipment
- ☐ **Net-60 Terms:** Charges applied 60 days after Product shipment

CREDIT CARD INFORMATION

Provider Name: _____

Credit Card Type: ☐ American Express ☐ Visa ☐ MasterCard

Credit Card Number: _____

Expiration Date: _____ CVV: _____

Email: _____

Signature: _____ Date: _____

I authorize the Company to charge the credit card provided in this authorization form in accordance with the terms specified above. This authorization applies to the goods and/or services described in this document. I certify that I am an authorized user of the credit card and agree not to dispute the authorized payments with my credit card issuer, provided the charges comply with the terms outlined in this form.



Federal Payor Refund Program and Policy

1. Purpose. New Horizon Medical Solutions, LLC (“Company”) is committed to maintaining compliance with federal and state regulations while ensuring that our Customers receive fair and equitable treatment. This Refund Program and Policy (the “Refund Program”) outlines the conditions under which refunds are issued for cellular tissue products provided by Company

2. Eligibility for Refunds or Statement Credits. Refunds may be issued under the following conditions:

- **Scope Limitation:** The Refund Program applies only to treatments that are medically necessary and meet the conditions of coverage in Local Coverage Determination (“LCD”) L35041 or the relevant LCD applicable in the client’s geographic region. If there is no applicable LCD in the client’s geographic region, then treatment must be consistent with LCD L35041. The Refund Program applies to adverse payment decisions, which includes initial reimbursement denials and/or subsequent recoupment actions. No refund is available for partial reimbursement denials.
- **Time Limitation:** No refund will be issued unless Customer appeals an adverse payment decision. Customer must apply for a refund under the Refund Program within 180 days of an adverse payment decision on a first level appeal to the Federal Payor.
- **Federal Payor Limitation:** The Refund Program applies to claims submitted to Federal health care programs, as that term is defined in 42 U.S.C. § 1320a-7b(f).
- **Refund Scope:** Refunds are limited to the purchase price of the services or products provided by Company. No refund will be issued for any patient care expenses (e.g., medical, surgical, or hospital expenses) or any other costs incurred by the Customer related to the services.

3. Refund Request Procedure. Customer may request a refund by following these steps:

- Submit a written request detailing the reason for the refund and any supporting documentation. Customer must submit written proof from the Federal Payor that a claim for reimbursement was denied in full, and that decision was appealed and upheld.
- Send the request via email to admin@nhmedical.com or tracked mail it to:
New Horizon Medical Solutions
8395 W Sunset Rd
Ste. 200
Las Vegas, NV 89113

4. Reporting and Compliance Obligations. As a condition of participation in the Refund Program, each Customer must:

- **Report the Refund or Statement Credit:** Report the existence of the Refund Program on invoices and report any refunds or statement credits to the appropriate Federal Payor and secondary insurer.
- **Adjustments:** Return any collected deductibles and copayments to the patient, and/or adjust the statement submitted to the Federal Payor or any secondary insurer to reflect the return of any collected cost-sharing amounts.

- Information Provision: Provide all information related to the Refund Program to federal and state healthcare officials upon request.

5. Review and Approval Process. Upon receipt of a refund request, Company will review the request and supporting documentation.

- The review process will be completed within 30 days of receiving the refund or statement credit request.
- Customer will be notified in writing via tracked mail of the approval or denial of their refund or statement credit request.

6. Issuance of Refunds.

- Approved refunds will be processed and issued within thirty (30) days of approval.
- Refunds will be issued via the original payment method, unless otherwise agreed upon.
- Once a refund is processed, Customer may elect to receive a refund or statement credit.

7. Compliance with Federal and State Regulations. Company will adhere to all applicable federal and state laws and regulations regarding refunds and billing practices. This policy is designed to prevent any potential conflicts with anti-kickback statutes or other regulatory requirements.

8. Contact Information. For questions or further assistance regarding this Refund Program and Policy, please contact our office at admin@nhmedical.com or 702.960.2913.

9. Amendments. Company reserves the right to amend this Refund Program and Policy as necessary to ensure continued compliance with legal and regulatory requirements. This Refund Program and Policy is designed to incorporate necessary safeguards to reduce the risk of fraud and abuse, ensuring transparency, fairness, and compliance with relevant regulations.

New Horizon Medical Solutions, LLC:

Name: _____ Signature: _____

Title: _____ Date: _____

Customer

Name: _____ Signature: _____

Title: _____ Company: _____

Date: _____



Business Associate Agreement

_____ (“Covered Entity”) and **New Horizon Billing Solutions, LLC** (“Business Associate”) hereby enter into this Business Associate Agreement (this “BAA”), effective as of the date beneath Covered Entity’s signature on the signature page of this BAA (the “Effective Date”), which is hereby made a part of the contractual agreements existing between them (or entered into in the future) pursuant to which Covered Entity discloses or provides Protected Health Information to Business Associate (the “Contractual Agreements”). In connection with the services which Business Associate provides to Covered Entity under the Contractual Agreements, Covered Entity plans to disclose or provide access to Protected Health Information to Business Associate that is subject to certain restrictions and obligations pursuant to the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (45 C.F.R. Parts 160-64) (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act, Division A of Title XIII of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”). Covered Entity and Business Associate agree to enter this BAA to address the obligations and restrictions of Business Associate in connection with its access, creation, use, disclosure and destruction of Protected Health Information.

1. Definitions

Catch-all definition: The following terms used in this BAA shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) Business Associate. “Business Associate” shall have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean New Horizon Billing Solutions, LLC.

(b) Covered Entity. “Covered Entity” shall have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this BAA, shall mean the Customer named in the signature block of this BAA.

(c) HIPAA Rules. “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

2. Obligations and Activities of Business Associate

Business Associate agrees to:

(a) Neither use nor disclose Protected Health Information other than as permitted or required by this BAA or the Contractual Agreements or as required by law (Covered Entity represents and warrants that it has obtained any and all licenses, approvals and consents required to use, disclose to Business Associate or otherwise make available to Business Associate Protected Health Information);

(b) Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information ("PHI") to prevent use or disclosure of Protected Health Information other than as provided for by this BAA.

(c) Report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware, within thirty (30) days of discovery (mere reporting of any such breaches does not constitute or impose on Business Associate liability for any such breaches); Business Associate may, but is not obligated to, perform its own risk assessment, pursuant to 45 CFR 164.402; however, nothing herein provided is intended to relieve Covered Entity of any of its obligations pursuant to the HIPAA Breach Notification Rule;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such agreements before any PHI is disclosed or made accessible

(e) Make available PHI in a designated record set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524 within thirty (30) days of receiving a written request.

(f) Make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526, within sixty (60) days of receiving a written request;

(g) Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528

(h) To the extent the Business Associate is to conduct one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services (HHS) for purposes of determining compliance with the HIPAA Rules, promptly upon receiving a written request from the Secretary.

(j) In the event Business Associate receives requests directly from an individual regarding his/her PHI, Business Associate as a courtesy may, but is not required to, provide responses and notices directly to the individual; however, nothing herein is intended to relieve Covered Entity of any of its obligations and liabilities under the HIPAA Breach Notification Rule or Contractual Agreements.

(k) Both parties agree to comply with the prohibition on using or disclosing PHI to investigate, impose liability, or penalize any individual, entity, or provider for seeking, obtaining, providing, or facilitating reproductive health care. Any such uses or disclosures must comply with applicable laws, including the HIPAA Privacy Rule. Furthermore, any requester of PHI related to reproductive health care must provide a signed attestation confirming that the purpose of the request does not violate the prohibitions outlined under the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate

(a) Business Associate may make all uses or disclosures of Protected Health Information as set forth in the Contractual Agreements and as necessary to perform the services set forth in this BAA and the Contractual Agreements.

(b) Business Associate may use or disclose Protected Health Information as required by law. Business Associate shall notify Covered Entity of any such disclosure required by law within ten (10) days after the later of such use or disclosure or becoming aware of the requirement, unless prohibited by law.

(c) Business Associate agrees to make uses and disclosures and requests for Protected Health Information consistent with Covered Entity's policies and procedures provided in writing by Covered Entity to Business Associate in accordance with Covered Entity requirements in this BAA. Business Associate shall implement these policies as soon as commercially practicable after receipt.

(d) Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity except for the specific uses and disclosures set forth below (Covered Entity represent and warrants that it has obtained any and all licenses, approvals and consents required to use, disclose to Business Associate or otherwise make available to Business Associate Protected Health Information).

(e) Business Associate may use or disclose Protected Health Information for the proper management and administration of the Business Associate or to fulfill the legal responsibilities of the Business Associate. Such disclosures must be documented and made available to the Covered Entity upon request in a timely manner

(f) Business Associate may de-identify PHI obtained by Business Associate under this BAA and the Contractual Agreements and use such de-identified data. Business Associate shall ensure that de-identification is performed in accordance with 45 CFR § 164.514 and provide a summary of the de-identification process to Covered Entity upon request in a timely manner

(g) Business Associate may provide data aggregation services relating to the health care operations of the Covered Entity.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information. Such notification shall be provided promptly upon the Covered Entity becoming aware of the limitation.

Covered Entity also shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information. Such notification shall be provided promptly upon the Covered Entity being informed of the change or revocation.

Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information. Such notification shall be provided promptly upon the Covered Entity agreeing to the restriction.

5. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity or any in any manner that would violate this BAA, the Contractual Agreements, or the HIPAA Rules.

Covered Entity may make a request to Business Associate to provide information regarding Business Associate's Security Officer and general assurance of the use of appropriate safeguards with respect to PHI, once per calendar year. Business Associate will provide the requested information and assurance in a timely manner and to the extent and in the manner deemed necessary and appropriate by Business Associate. Covered Entity agrees to be responsible for the costs, fees, and expenses associated with any such provision of information to Covered Entity.

6. Indemnification

Each party shall indemnify and hold harmless the other party and its officers, employees, agents, and instrumentalities (the indemnified parties) from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the indemnified party or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by a party or its employees, agents, servants, partners, principals, or subcontractors. The indemnifying party shall be given prompt written notice of any such claim and shall have the right to control the defense and settlement of such claim, provided that the indemnified party may participate in such defense with counsel of its choosing at its own expense.

7. Term and Termination

(a) Term. The Term of this BAA shall be effective as of the Effective Date and shall terminate on the date set out in the Contractual Agreements, if applicable, between the parties as that date may be modified from time to time, or on the date Covered Entity terminates for cause as authorized in paragraph (b) of this Section, whichever is sooner.

(b) Termination for Cause. Business Associate authorizes termination of this BAA by Covered Entity upon sixty (60) calendar days' written notice, if Covered Entity determines Business Associate has violated a material term of this BAA and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity. In the event of such termination by Covered Entity, Business Associate may terminate the Contractual Agreements if it determines it is necessary or advisable to remain compliant with HIPAA requirements. If Business Associate determines that Covered Entity has breached a material term of this BAA or that the condition of performance under this BAA has so changed that Business Associate determines it is not practicable or possible to comply with the new condition, Business Associate may terminate this BAA and any related Contractual Agreements upon sixty (60) calendar days' written notice.

(c) Obligations of Business Associate upon Termination. Business Associate shall, unless a longer period is required by applicable law or Business Associate's policies, retain Protected Health Information received from Covered Entity for a period of not more than sixty (60) days from date of termination of this BAA for whatever cause, or for such other period during which Covered Entity and Business Associate shall have made provision for return or authorized destruction of all PHI, except as otherwise set forth in this section. Thereafter, Business Associate shall return or destroy all PHI Business Associate still maintains in any form. Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI or a subset thereof is not feasible or practicable, Business Associate shall to the extent commercially practicable provide to Covered Entity notification of the conditions that make the return or destruction infeasible or not practicable, and, for so long as Business Associate maintains such PHI, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible or not practicable. Covered Entity is solely responsible for complying with all laws and regulations related to retention of medical records, patient access and authorization to use, disclose and release patient data. Without limiting the foregoing, Covered Entity represents and warrants that it has obtained all licenses, approvals and consents required to use, disclose to Business Associate, or otherwise make available to Business Associate Protected Health Information. All costs, fees, and expenses associated with the return or

migration of information or data subject to this Business Associate Agreement or the Contractual Agreements shall be paid by Covered Entity or reimbursed by Covered Entity.

(d) Survival. The obligations of Business Associate under this Section shall survive the termination of this BAA.

8. General Provisions

(a) Upon the effective date of any applicable final regulation or applicable amendment to final regulations promulgated by the Department of Health and Human Services, this BAA and Contractual Agreements of which it is part will automatically be deemed to have been amended so that the parties may remain in compliance with the regulations.

(b) The parties acknowledge and agree that this BAA will be deemed to have been jointly prepared by the parties and their respective legal counsel and will not be strictly construed against either party.

(c) Except as otherwise provided herein, the terms and conditions of this BAA will override and control any conflicting term or condition expressly stated in the Contractual Agreements between Covered Entity and Business Associate. All non-conflicting terms and conditions of such Contractual Agreements (including without limitation those related to customer data and security, warranties, disclaimers, indemnification, and limitations of liability) will remain in full force and effect.

(d) Any ambiguity in this BAA shall be resolved in favor of an interpretation that allows Covered Entity to comply with HIPAA or its Business Associate Agreement with its client.

(e) This Business Associate Agreement shall be governed in all respects by the laws of the state of Nevada. The parties hereby consent to the exercise of exclusive jurisdiction in the County of Clark, State of Nevada for any claim relating to the enforcement of, or any rights under, this BAA.

(f) This BAA may be modified or amended by Business Associate upon thirty (30) calendar days' written notice to Covered Entity. Such amendments shall: (i) be made solely to comply with applicable laws, regulations, or contractual obligations; (ii) specify the provisions being modified; and (iii) include an effective date, which shall be no less than thirty (30) calendar days from the date of notice, unless an earlier effective date is required by law.

IN WITNESS WHEREOF, the parties hereto have executed this BAA as of the Effective Date.

Business Associate

New Horizon Billing Solutions, LLC

Signature: _____

Print Name: _____

Title: _____

Address: 8395 W. Sunset Road, Suite 210

Las Vegas, Nevada 89113

Email: legal@nhmedical.com

Covered Entity

Entity Name: _____

Signature: _____

Print Name: _____

Title: _____

Address: _____

Email: _____

Date: _____