

RXWOUND LLC  
SALES AGENCY AGREEMENT

THIS SALES AGENCY AGREEMENT (this “Agreement”) effective as of \_\_\_\_\_ (the “Effective Date”), by and between \_\_\_\_\_ (the “Sales Agent”) and RxWound LLC. (the “Company”). Hereinafter the above-named parties may sometimes be referred to individually as a “Party” or may be collectively referred to as the “Parties”.

WHEREAS the Company wishes to retain Sales Agent to sell its Products (as hereinafter defined) and Sales Agent wishes to act as a non-exclusive sales agent for the Accounts (as hereinafter defined).

NOW THEREFORE, in consideration of the mutual covenants and provisions herein contained, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties hereto the parties agree as follows:

1. APPOINTMENT OF SALES AGENT

1.1 Subject to the provisions of this Agreement, the Company hereby appoints Sales Agent and Sales Agent hereby accepts appointment as Sales Agent to promote the Company’s products and processes (the “**Products**”) from acute care hospitals, ambulatory surgery centers and clinics for the accounts listed on Exhibit A as the same may be amended from time to time pursuant to the terms of this Agreement (collectively, “**Accounts**”), for the products described on Exhibit B as the same may be amended from time to time pursuant to the terms of this Agreement.

2. SALES AGENT’S OBLIGATIONS. Sales Agent agrees that it shall comply with the following, and shall cause all employees, agents, and representatives acting on its behalf to comply with the following:

- 2.1 To use its best efforts to promote the sale of the Products to the Accounts listed on Exhibit A;
- 2.2 To make no representations or warranties in respect of the Products, Company, or Partner Companies, except those representations and warranties authorized in writing by the Company;
- 2.3 To comply with and perform all of its obligations relating to the Products in accordance with all applicable federal, state and local laws, regulations, and guidance, including, but not limited to, all Healthcare Laws. For purposes of this Agreement, “Healthcare Law” means the federal Stark law, the federal False Claims Act, the federal anti-kickback statute, the Health Insurance Portability and Accountability Act, the federal Food, Drug, and Cosmetics Act, the federal Public Health Service Act, the federal civil monetary penalties statute, similar state laws, any regulations or guidance promulgated under such federal or state laws, and any other health regulatory laws applicable to Company or Sales Agent. Sales Agent shall not use any American Association of Tissue Banks (AATB) trademarks without a current AATB accreditation in good standing. If Sales Agent learns of any actual or potential violation of any Healthcare Law by Sales Agent or any employee or agent of Sales Agent, Sales Agent shall immediately notify the Company of the actual or potential violation and shall participate with the Company in pursuing any investigation and corrective action that the Company deems appropriate and necessary, including the removal of any employee or agent from involvement in the performance of activities under this Agreement. Sales Agent shall comply with all compliance obligations set forth in Exhibit D. Sales Agent agrees that it is solely responsible for its employees’ and agents’ compliance with all applicable laws, including all Healthcare Laws. All Sales Agent employees and agents performing any activities with respect to Products must be either (i) employed by Sales Agent; or (ii) engaged by Sales Agent pursuant to a written agreement that explicitly requires the individual or entity to agree to comply with, at a minimum, the compliance requirements set forth in Exhibit D. Sales Agent will make such certifications in writing that may be reasonably requested by the Company as evidence of such compliance;
- 2.4 To refrain from disparaging the Company or its subsidiaries or their respective Products or employees, or from otherwise injuring the reputation and good standing of the Company or its subsidiaries or their respective Products or employees;
- 2.5 To comply with all sales and compliance policies established by the Company (whether written or otherwise communicated to Sales Agent);
- 2.6 To comply with any credentialing program established by any Account to which Sales Agent solicits Product or sells Products under this Agreement; and
- 2.7 To utilize only marketing material provided by Company or collateral approved, in writing, by Company in advance of

distribution.

3. REPRESENTATIONS AND OBLIGATIONS OF BOTH PARTIES. Both parties shall maintain appropriate records to document the disposition of any Products. The applicable party possessing the records will make such records available to the other party upon written request within a reasonable time (i.e., within no more than two (2) business days) in the event of a government agency recall notice, request, or order, or government investigation. In addition, Sales Agent agrees to work cooperatively with the Company and provide records upon written request in the event the Company conducts its own investigation or recall involving the Products sold and shipped hereunder.

Each party hereto represents and warrants that the party's execution, delivery and performance of this Agreement: (a) have been authorized by all necessary corporate action, and (b) do not violate the terms of any law, regulation, or court order to which such party is subject or the terms of any material agreement to which the party may be subject.

#### 4. QUOTATIONS, ORDERS AND PAYMENT BY CUSTOMERS

- 4.1 Sales orders generated by Sales Agent will be submitted on a form approved by the Company and will be submitted directly and promptly to the Company by the Account or Sales Agent. The Company will have the right at any time to reject any order in whole or in part in its sole discretion. On request of the Company, Sales Agent will not solicit Product sales or sell Products to an Account placed on credit hold by the Company or any accounts that are not part of the Account List in accordance with company's approval. Sales Agent will assist the Company in obtaining the appropriate documentation needed for customer onboarding, insurance verifications, and sales order processing.
- 4.2 The Company will invoice the Account for the purchased Product. Sales Agent will not bill an Account for the Product unless expressly requested to do so by the Company in advance and in writing. Payments against purchase orders are to be made directly to the Company, without intervention by Sales Agent unless expressly requested in writing by the Company. If Sales Agent receives any payment from an Account, then Sales Agent will immediately return the entire amount of such payment to the Account.
- 4.3 The Company will have the right, in its sole discretion, to issue credits, rebates, make discounts or allowances, and/or accept returns of Products. Sales Agent may request these actions by Company, but shall not be entitled to independently authorize or issue them.

#### 5. SERVICE FEES

- 5.1 In consideration for sales services with respect to the Accounts identified on Exhibit A and the Products identified on Exhibit B, subject to Sales Agent's compliance with the terms of this Agreement, Company will pay Sales Agent service fees specified in Exhibit C (the "Service Fees"). The Service Fees are intended to be consistent with the fair market value of the services performed by Sales Agent under this Agreement. The Service Fees shall be paid based on cash received for customer orders by company and fixed with respect to each such order. For the avoidance of doubt, no commissions on sales or any other additional compensation shall be paid to Sales Agent under this Agreement above or in addition to the Service Fees identified in Exhibit C.
- 5.2 The Service Fee shall be paid to your bank account on the 1st and 16th of each month. When these dates land on a weekend or holiday your service fee shall be paid on the following business day. Payments received by your clients paid directly to the manufacturer or RxWound between the 1st - 15th shall be paid on the 1st of the following month or the next business day after the 1st. Payments received by your clients paid directly to the manufacturer or RxWound the 16th - last day of the month shall be paid on the 16th of the following month or the next business day after the 16th.
- 5.3 As a Representative of the Company, you will be eligible to earn a bi-monthly promotion. Your promotion will be based on consistent volume requirements maintained for two months consecutively. Promotion levels must be earned sequentially and the Representative will not be allowed to skip any level. These promotions are guaranteed and automatic. Once a promotion level is attained the Representative will never be at risk for demotion even if the Representative's volume declines after achieving a promotion. The determination of the Company with respect to your Promotion will be final and binding. The Promotion program is subject to change or suspension at the discretion of the Company.

5.3A Promotion scale in paid claim units is as follows:

Title	PC Units	Complete AA	Xwrap	Restorigin
DPC - Sales Representative	0	\$297.00	\$253.80	\$138.33
DPC - Business Developer	50	\$306.90	\$262.26	\$142.94
DPC - RxProducer	100	\$316.80	\$270.72	\$147.55
DPC - MVP Producer	250	\$326.70	\$279.18	\$152.16
DPC - Healing Producer	500	\$336.60	\$287.64	\$156.77
DPC - Fastrack Producer	750	\$346.50	\$296.10	\$161.39
Agency Manager	1000	\$356.40	\$304.56	\$166.00
Regional Manager	1500	\$366.30	\$313.02	\$170.61
National Manager	3000	\$376.20	\$321.48	\$175.22
Vice President	7000	\$386.10	\$329.94	\$179.83
Executive Vice President	15000	\$396.00	\$338.40	\$184.44
Executive Board Member	30,000	\$405.90	\$346.86	\$189.05
Chairman Council Member	50,000	\$415.80	\$355.32	\$193.66

5.3D Paid Claim Units. Units are defined as 1 sq cm of product. A paid claim unit is a payment that has been made to the manufacturer or RxWound.

5.3E Override. Sales Representatives will earn the difference between their level and the level of the sales representative they've hired directly. This includes the team volume of the direct sales representative if that recruit has hired other sales representatives as well. For example: Sales Representative 1 is a Regional Manager and hires Sales Representative 2 at a DPC - RxProducer contract who hires Sales Representative 3 at a DPC - Sales Representative contract. When Sales Representative 2 and 3 have a combined volume of 120 units, Sales Representative 1 will earn a \$49.50 override per unit on the combined net 120 units of volume on Complete AA, or the difference between Regional Manager and RxProducer.

6. RELATIONSHIP OF PARTIES Sales Agent is an independent contractor having only such authority to act for the Company as is expressly set forth in this Agreement. Sales Agent is not authorized to enter into any commitment or contract of any kind on behalf of the Company. The Company will not incur any liability whatsoever to any third party by reason of Sales Agent having exceeded its authority under the appointment granted by the Company herein or by reason of any misrepresentation by Sales Agent. Sales Agent is not, and each of its employees or agents is not, an employee, agent, joint venturer of Company. Sales Agent shall be responsible for all costs and liabilities relating to the conduct of its business, including but not limited to the cost and expense of providing and maintaining its place of business, the wages of its employees, the payment of commissions or other compensation to its agents or independent contractors, and its expenses incurred for or in connection with its performance under this Agreement; Sales Agent

shall be responsible for all withholding taxes, social security taxes and similar taxes.

## 7. COMPLIANCE WITH LAWS AND REGULATIONS

- 7.1 Sales Agent certifies that during the term of this Agreement that neither it nor any of Sales Agent's officers, directors, employees, affiliates and agents (collectively, "Sales Agent Indemnitees") nor any immediate family member (spouse, parent, sibling or child) of it or of any Sales Agent Indemnitee shall have any financial relationship with any physician, hospital or any other health care supplier or provider who is in a position to refer or recommend the use of Products ("Healthcare Provider"). For purposes of this certification, "financial relationship" includes, but is not limited to, any direct or indirect cash or other benefit granted to any Healthcare Provider including, but not limited to, an equity, profit sharing or similar interest in Sales Agent, gifts that are not in compliance with applicable law or any party's applicable policies, code of conduct, or loans or cash advances of any kind.
- 7.2 Sales Agent must promptly communicate to Company any reports or concerns regarding potential non compliance with applicable law, regulation, or guidance (including the Healthcare Laws) of which Sales Agent becomes aware or receives from its employees, its contractors, customers, or other third parties. This requirement applies to any potential non-compliance involving the services Sales Agent performs under this Agreement, the Products, or the Company.
- 7.3 Sales Agent represents and warrants that neither it nor any of its employees or agents performing services pursuant to this agreement in any capacity (a) has been or is debarred, or has been convicted of any crime or engaged in any conduct that could result in debarment, under 21 U.S.C. § 335a (section 306 of the Food, Drug, and Cosmetic Act ("FDCA")); or (b) has been or is excluded or has performed any act or omission rendering such person eligible for exclusion from participation in any federal health care program, including without limitation the Medicare and Medicaid programs, under 42 U.S.C. §§ 1320a-7, 1320a-7a or implementing regulations. Sales Agent covenants that in the event it or any of its employees or representatives, or any person providing services pursuant to this Agreement, becomes so debarred, disqualified, or excluded during the Term, or that proceedings have been initiated to debar, disqualify, exclude Sales Agent or any such other individuals, it shall (i) notify the Company within five (5) business days; (ii) certify in writing that it has not used the services of any such person in any capacity in performing the services contemplated by this Agreement upon request by the Company.

## 8. INDEMNIFICATION AND INSURANCE

- 8.1 Sales Agent shall indemnify, defend and hold harmless the Company, and its officers, directors, employees, affiliates and agents (the "Company Indemnitees") from and against all claims, damages, losses, costs and expenses (including reasonable attorneys' fees) (collectively "Liabilities") which any Company Indemnitee may incur to the extent that such Liabilities arise out of or result from: (i) any representation or warranty given by Sales Agent with respect to the Products or Company (other than the descriptions permitted in accordance with this Agreement), (ii) Sales Agent's promotion or sale of any Products not in accordance with this Agreement, or Sales Agent's use, promotion, or sale of any products that are not supplied by Company, (iii) Sales Agent's breach of any representation, warranty, or covenant of Sales Agent contained in this Agreement, or breach of this Agreement; (iv) the negligence, recklessness, or willful misconduct of any Sales Agent Indemnitee; or (v) Sales Agent's violation of applicable law, regulation, or guidance, including any Healthcare Law including but not limited to handling of Product by Sales Agent.
- 8.2 Company shall indemnify and hold harmless Sales Agent and its officers, directors, employees, affiliates and agents (the "Sales Agent Indemnitees") from all Liabilities that any Sales Agent Indemnitees may incur arising out of, or attributable to, any claim or proceeding asserted or brought by a third party against Sales Agent by reason of a physical injury, illness or death of a third party, to the extent that such Liabilities arise out of or result from: (i) the breach of any representation, warranty, or covenant of the Company contained in this Agreement; or (ii) the negligence, recklessness, or willful misconduct of any Company Indemnitee.
- 8.3 The party seeking indemnification hereunder (the "Indemnified Party") shall: (i) give the other party (the "Indemnifying Party") notice of the relevant claim, (ii) provide reasonable cooperation to the Indemnifying Party, at the Indemnifying Party's expense, in the defense of such claim and (iii) give the Indemnifying Party the right to control the defense and settlement of any such claim, except that the Indemnifying Party shall not enter into any settlement or compromise, or consent to the entry of any judgment, that affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval unless such settlement (x) provides for the payment by the Indemnifying Party of money as sole relief for the claimant, (y) results in the full and general release of the Indemnified Party from all liabilities arising or relating to, or in connection with,

such claim and (z) involves no finding or admission of any violation of law of any Indemnified Party. The Indemnified Party shall have no authority to settle any claim on behalf of the Indemnifying Party or for which the Indemnifying Party is or may be defending.

## 9. CONFIDENTIAL INFORMATION AND NON-COMPETE

- 9.1 Sales Agent acknowledges that it will have access to certain Confidential Information relating to the Company or its affiliates (the "Company Group"). "Confidential Information" shall mean confidential and proprietary information of the Company Group, whether in written, oral, electronic or other form, including but not limited to the internal organization of the Company Group, the names and responsibilities of its management, supervisory and technical employees, operating plans, inventions, research and development activities and the members of development teams, plans for acquisitions and mergers, manufacturing and/or sales activities, technical information concerning Products and related instrumentation, specifications, procedures, techniques, ideas, methods, Intellectual Property, commission rates and the names of Accounts and suppliers. Confidential Information also includes the terms and existence of this Agreement, including but not limited to the exhibits attached hereto, and all disclosures made during the negotiations of this Agreement in its entirety.
- 9.2 Sales Agent covenants not to disclose any Confidential Information or make use of it, except for purposes authorized by this Agreement, and will not disclose any Confidential Information to any person or firm unless previously authorized in writing to do so; provided, however, that Sales Agent may disclose it as necessary to responsible officers, employees and agents for the purposes of performing its obligations under this Agreement, provided that such employees, officers and agents shall have assumed like obligations of confidentiality in writing. Sales Agent shall take commercially reasonable precautions to protect the confidentiality of the Confidential Information and, in any event, shall undertake the same measures to protect the confidentiality of such Confidential Information as Sales Agent takes to protect its own Confidential Information.
- 9.3 The restrictions on use and disclosure of Confidential Information set forth in this Section 9 shall not apply: (i) to the extent that the Confidential Information is in the public domain without the negligence or fault on the part of Sales Agent or any third party; or (ii) disclosures that are mandated by court order, provided that Sales Agent notifies the Company prior to such disclosure and takes reasonable actions to limit the disclosure of such Confidential Information.
- 9.4 Upon the Company's written demand or upon expiration or termination of this Agreement, Sales Agent, at its own cost and expense, will promptly return all Confidential Information to the Company to the extent held or controlled by Sales Agent in written, graphic or other tangible form, and all copies, summaries, notes and other write-ups thereof made by Sales Agent, or its employees or agents. The terms of this Section 9 shall survive indefinitely the termination or expiration of this Agreement.
- 9.5 Sales Agent may not market, promote, sell or solicit for sale any Competitive Products (as hereinafter defined) at any time during this Agreement or for a period of twenty four (24) months following expiration or termination of this Agreement. The term "Competitive Products" means any human cells, tissues, or cellular or tissue-based products ("HCT/Ps") or technologies that are substantially similar to or that compete with any of Product(s).

## 10. TERM AND TERMINATION

- 10.1 This Agreement will become effective upon the Effective Date and will continue until the second anniversary of the Effective Date (the "Initial Term"). Following the Initial Term, unless either party provides ninety (90) days written notice of the intent not to renew in advance of expiration, this Agreement shall automatically renew for subsequent one (1) year terms. Each renewal period shall be considered a "Renewal Term," and together with the Initial Term, shall be referred to herein as the "Term." In advance of any expiration of this Agreement, Company may alternatively provide ninety (90) days written notice of its intent to renew the term of this Agreement with modified terms, to be identified in Company's notice issued to Sales Agent. If, following receipt of such notice of renewal with modified terms, Sales Agent continues to sell Products, Sales Agent shall be deemed to have accepted the terms and conditions set forth in such notice of renewal.
- 10.2 This Agreement may be terminated by the Company as follows: (i) at any time during the term of this Agreement; or (ii) at any time if Sales Agent becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has filed for an involuntary petition in bankruptcy; or (iii) if Sales Agent fails to cure any breach of a covenant, commitment or obligation under this Agreement within thirty (30) days after receipt of notice from the Company of such breach; (iv) effective immediately in the event that Sales Agent: fails to comply with the compliance obligations set forth in Exhibit D; violates a Healthcare Law (or is subject to an investigation by

a governmental entity in connection with any actual or suspected violation); is debarred, excluded, or suspended from participation in any federal or state healthcare program (as defined under 42 U.S.C. § 1320a-7b); or engages in conduct that reasonably would be expected to result in or would provide reasonable cause for debarment, exclusion, suspension, civil, criminal, or administrative penalties, or any other penalty or sanction under a

Healthcare Law. Notwithstanding the preceding sentences and in lieu of terminating the Agreement, the Company reserves the right to unilaterally modify Exhibit A by providing Sales Agent written or electronic notice of the modification.

10.3 This Agreement may be terminated by Sales Agent as follows: (i) at any time if the Company becomes insolvent or bankrupt, or files a voluntary petition in bankruptcy, or has filed for an involuntary petition in bankruptcy; or (ii) if the Company fails to provide a mutually agreed upon corrective action plan for any breach of a covenant, commitment or obligation under this Agreement within thirty (30) days after receipt of written notice from Sales Agent of such breach.

10.4 Following the termination or expiration of this Agreement: (i) Sales Agent shall immediately discontinue all sales promotion and distribution of the Products; (ii) Sales Agent will immediately return all Samples to the Company; (iii) Service Fees shall be pro-rated for any partial periods of performance prior to termination; (iv) Company shall have no payment obligation to Sales Agent with respect to activities after the termination, including Service Fees for orders generated (but for which a customer has not yet paid Company) while still under valid agreement; and (v) the Company and Sales Agent will undertake in good faith within 90 days to reconcile all matters pertaining to commission and other amounts, if any, owed by either party.

## 11. INTELLECTUAL PROPERTY

Except as granted in this Agreement, Sales Agent has no rights in or to the trademarks, trade names, copyrights, patents or similar legal protections that are owned or used by Company or any of its subsidiaries and affiliates, or that are used in or associated with the Products, the operator's manual and any marketing materials generated by Company (the "Intellectual Property"). Sales Agent agrees that it shall not in any way infringe upon, contest or otherwise impair the rights of Company to the Intellectual Property. All material containing Intellectual Property, including all Samples, shall be used solely in connection with promoting the sale of Products, and distinguishing and identifying them. Sales Agent may not use any Intellectual Property without the Company's prior written consent (including, but not limited to, in its corporate title, business cards, website or other promotional materials). Sales Agent agrees to promptly notify the Company of any unauthorized use of or infringement of the Intellectual Property by others as it comes to Sales Agent's attention.

## 12. LIMITED WARRANTY

The Company's product warranty to end users is included with the documentation for its Products, and Sales Agent is not authorized to extend to end users on behalf of Company any supplemental or different product warranty provisions. ANY OTHER REPRESENTATION OR WARRANTY SHALL NOT BE BINDING ON THE COMPANY. COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR USE AND/OR PARTICULAR PURPOSES. COMPANY'S SOLE LIABILITY FOR BREACH OF ANY PRODUCT WARRANTIES SHALL BE, AT COMPANY'S SOLE DISCRETION, CREDIT, REPAIR OR REPLACEMENT OF THE NONCONFORMING PRODUCT. THIS SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

## 13. LIMITATION OF LIABILITY

THE COMPANY'S LIABILITY UNDER THE WARRANTY SET FORTH IN SECTION 12 OR OTHERWISE WITH RESPECT TO THE PRODUCTS OR THEIR USE UNDER ANY RIGHT, REMEDY OR LEGAL THEORY IS LIMITED EXCLUSIVELY TO THE REMEDY PROVIDED IN SECTIONS 8 AND 12. IN NO EVENT WILL THE COMPANY BE LIABLE TO ANY PERSON OR ENTITY FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OF RESULTING FROM ANY CAUSE WHATSOEVER, EVEN IF COMPANY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS OF PROFITS. NO PERSON OR ENTITY IS AUTHORIZED TO EXTEND OR IN ANY WAY VARY COMPANY'S OBLIGATIONS HEREUNDER OR IN CONNECTION HERewith. SALES AGENT ACKNOWLEDGES THAT THE ALLOCATION OF RISKS AND BENEFITS UNDER THIS AGREEMENT IS BASED ON, AND THE COMMISSIONS PAID TO SALES AGENT UNDER THIS AGREEMENT WOULD BE LESS IN THE ABSENCE OF, THE LIMITATIONS DESCRIBED ABOVE. THIS

SECTION SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

14. MISCELLANEOUS PROVISIONS

- 14.1 This Agreement contains the entire agreement and understanding between the parties respecting the subject matter hereof, and supersedes all prior and collateral agreements and understandings, regardless of form or nature between the parties respecting that subject matter.
- 14.2 Other than as explicitly set forth in this Agreement, no extension, modification or supplement to this Agreement will be effective unless made in writing and signed by a duly authorized representative of each party.
- 14.3 This Agreement will be binding upon the Sales Agent, the Company and their respective successors and permitted assigns.
- 14.4 Any notice required, permitted or contemplated by this Agreement must be in writing, electronic mail or nationally recognized overnight carrier, addressed to the other party as set forth below, or to such other address as may from time to time be substituted therefore by notice, or delivered in person to such other party. Notices shall be deemed to have been given when mailed by such carrier or upon written confirmation of the party receiving such notice.
- 14.5 Except as provided for in this Agreement, no delay or failure by either party to exercise any right, power or privilege under this Agreement will constitute a waiver of such right, power or privilege.
- 14.6 For the avoidance of doubt, Sales Agent understands and agrees: (a) not to solicit sales of Products, or sell any Products, to any Accounts in a county not listed on Exhibit A or to any other Account except to the extent expressly provided hereunder during the term hereof, (b) Company may directly or indirectly (through other agents, distributors or otherwise) solicit and/or sell Products to any and all Accounts except to the extent that Sales Agent may have exclusive rights to solicit Product orders from certain Accounts in a county to the extent expressly specified in Exhibit A, and (c) any Products discontinued by Company may be removed from Exhibit B unilaterally by Company.
- 14.7 This Agreement may not be assigned by Sales Agent (and Sales Agent may not appoint or delegate to any sub agents or distributors any of its rights or obligations under this Agreement) except with the prior written consent of the Company. For the purposes of this Section 14.5, a merger of Sales Agent with or into another entity, the sale of more than fifty percent (50%) of Sales Agent's equity securities in one or a series of transactions, or the sale of substantially all of Sales Agent's assets shall be deemed to be an assignment. The Company may assign this Agreement by giving written notification to Sales Agent.
- 14.8 The parties agree that the breach of Sections 9, 10, 11 or 12 of this Agreement may cause irreparable harm to the Company. Therefore, in addition to the other remedies specified herein, the Company may enforce its rights hereunder by all available equitable remedies, including, without limitation, the right to obtain an injunction or specific performance.
- 14.9 The Company shall not be responsible for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control, including, without limitation, acts of God, fires, floods, wars, civil disturbances, sabotage, accidents, labor disputes, governmental actions or inability to obtain labor, material, equipment or transportation.
- 14.10 Notwithstanding the expiration or termination of this Agreement for any reason, the following sections/articles shall survive the expiration or termination of this Agreement: Sections 2.5, 8, 9, 10, 11, 12, 13, and 14.
- 14.11 This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of Indiana as a contract made between two parties made in Indiana to be performed and consummated in Indiana. The sole and exclusive venue for any action brought under this Agreement shall be in a federal or state court in Johnson County, Indiana, and the parties agree that such courts shall have jurisdiction.
- 14.12 If any provision of this Agreement is rendered or declared unlawful by reason of any existing or subsequently enacted law or by decree or order of a court of last resort, the remaining provisions of this Agreement will continue in full force and effect.

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

For purposes of notices, the addresses of the parties will be:

If to the Company:

RxWound LLC  
Attn: Eric Lankford, Owner  
#1021 240 US Route 1 Unit B1 Falmouth, ME 04105  
Telephone: 833-799-6863  
Email: eric@rxwound.com

If to Sales Agent:

Company: \_\_\_\_\_  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

### **RxWound LLC**

Signature:  
Date:  
Print Name: Eric Lankford  
Title: Owner

### **Sales Agent**

Signature: \_\_\_\_\_  
Date: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: Sales Representative



**EXHIBIT A**

**LIST OF ACCOUNTS**

In the event of a disagreement between the parties as to whether an account should be included on this Exhibit A, the Company shall have final decision-making authority.

Other than as expressly set forth in this Agreement, the parties agree that this Exhibit A may only be amended upon the written agreement of the parties.

**List of Accounts:**

- Accounts as assigned

**EXHIBIT B**

**PRODUCTS**

<b>Product Code</b>	<b>Product Description</b>
Q4203	Complete - AA
Q4204	Xwrap
Q4191	Restorigin

**An addendum will be issued to sales representative for each new product added.**

**EXHIBIT C**

**SERVICE FEE RATES**

Title	PC Units	Complete AA	Xwrap	Restorigin
DPC - Sales Representative	0	\$297.00	\$253.80	\$138.33
DPC - Business Developer	50	\$306.90	\$262.26	\$142.94
DPC - RxProducer	100	\$316.80	\$270.72	\$147.55
DPC - MVP Producer	250	\$326.70	\$279.18	\$152.16
DPC - Healing Producer	500	\$336.60	\$287.64	\$156.77
DPC - Fastrack Producer	750	\$346.50	\$296.10	\$161.39
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Vice President	7000	\$386.10	\$329.94	\$179.83
Executive Vice President	15000	\$396.00	\$338.40	\$184.44
Executive Board Member	30,000	\$405.90	\$346.86	\$189.05
Chairman Council Member	50,000	\$415.80	\$355.32	\$193.66

**An addendum will be issued to sales representative for each earned promotion**

## EXHIBIT D

### COMPLIANCE OBLIGATIONS

1. Sales Agent understands and acknowledges that all Products must be marketed and sold only on the basis of quality, service, price, and other legitimate clinical attributes, and that Sales Agent is prohibited from providing any payment or any other thing of value to any person or entity as an inducement to order or recommend Products.
2. Internal Compliance Program. Sales Agent shall maintain an internal compliance program, including at a minimum the following elements:
  - a. Assignment of overall responsibility for compliance to an appropriate officer of Sales Agent, whose responsibilities will include coordinating Sales Agent's compliance obligations under this Agreement; and corresponding and coordinating with Company as needed on compliance issues or questions that arise;
  - b. In support of Sales Agent's compliance reporting obligations under this Agreement, establishment of effective lines of communication for reporting compliance questions and concerns, the regular publicizing of these lines of communication, and effective procedures for discipline, investigation and resolution;
  - c. Regular monitoring of Sales Agent's compliance; and
  - d. Compliance training for Sales Agent employees and agents who provide services related to this Agreement, which shall include training on compliance with Healthcare Laws and communication or distribution of applicable Company policies, within thirty (30) days of hire and annually thereafter.
3. Sunshine Act. If Sales Agent makes reportable payments or transfers of value under the federal Physician Payments Sunshine Act (the "Sunshine Act") to any physicians or qualified healthcare provider (i.e., MD, DO, OD, DC, DPM, DDS), advance practice nurses, physician assistants or teaching hospitals on behalf of Company, Sales Agent shall be responsible for collecting and submitting to Company any information that Company is required to report to the government ("Covered Information"). Sales Agent will be responsible for timely implementing processes and systems necessary to capture, store and report to Company all Covered Information. Sales Agent will be responsible for the accuracy and completeness of its Covered Information. Sales Agent will be responsible for any and all costs incurred by the Company as a result of inaccuracy or incompleteness, including, without limitations, fines and penalties levied by the federal government against Company. Sales Agent will retain complete records of all Covered Information for the period required under the Sunshine Act and will make such records available for periodic audit by Company.
4. Background Check. Upon contract execution and at least annually thereafter, Sales Agent must: (i) review each employee or agent providing services under the Agreement against, at minimum, the HHS-OIG LEIE database, FDA debarment list, and SAM database . (ii) perform state and federal criminal background checks and a National Sex Offender database check. Sales Agent must maintain the results of background checks in the employee's or contractor's file for a minimum of seven (7) years. If the background check reveals that an individual is excluded or listed in a sex offender database, the individual or entity may not be engaged or employed to provide services under this Agreement. If the criminal background check reveals a criminal record, Sales Agent must contact the Company for further direction. The Company reserves the right to request proof from Sales Agent at any time that the above screening is being conducted as described.
5. Patient Instruction. If Sales Agent will be providing training to customers or patients on the use of Company Products, Sales Agent agrees to ensure that its employees and agents provide appropriate training and education to each customer and patient, the content of which shall be reviewed and approved by the Company in advance.
6. FDA Compliance Obligations
  - a. Sales Agent shall comply with all applicable FDA regulations and guidance.
  - b. Sales Agent shall promptly, and in any event within two (2) business days after the date of receipt of notice, notify the Company in writing of, and shall provide the Company with copies of, any correspondence and other documentation received or prepared by Sales Agent in connection with any of the following events:
    - i. receipt of a regulatory letter, warning, recall notice, notice of inspection or similar communication from any governmental or regulatory authority in connection with the Product(s); and
    - ii. any governmental or regulatory authority's comments relating to the Product(s) that may require a response or action by the Company.
    - iii. Sales Agent shall promptly provide to the Company any data, information, assistance, and cooperation that may be required by the Company to prepare a response to any of the foregoing events that relates to storage, marketing, advertising, sale or distribution of the Product(s) (regardless of whether Sales Agent has received any governmental or regulatory communication or documentation in connection with the

- event).
- c. Sales Agent communications and representations to customers and patients shall be true, accurate, complete, and consistent with the labeling of Company Products.
  - d. Under no circumstances will Sales Agent take custody of or handle product. To the extent Sales Agent inadvertently receives returned Product(s) from a customer(s), Sales Agent shall immediately contact Company for instructions on handling of such Product in accordance with the Product's IFUs noted on each Product's packaging or IFU furnished by the Company and applicable standard operating procedures, as they may be modified from time to time. Such incidental receipt of returned Products by Sales Agent and its further shipment to the Company does not involve distribution of Products, but rather relates solely to their return to the Company.
  - e. Sales Agent shall assist the Company in performing physician notification, Product recall, and/or patient notification if reasonably requested by the Company or required as a result of a regulatory enforcement action with respect to Products.
7. Complaints. Each party shall cooperate fully with the other party in dealing with customer complaints concerning Product(s) and shall take reasonable action to resolve promptly and follow up with regard to such complaints. Without limiting the generality of the foregoing, Sales Agent shall: (i) notify the Company within two business days of receiving all complaints; (ii) provide copies to the Company within a commercially reasonable time of all customer complaints received by Sales Agent relating to Product(s); (iii) keep and maintain records of all customer complaints received by Sales Agent relating to Product(s); and (iv) otherwise provide such assistance and information as the Company reasonably requests to fulfill the Company's complaint handling obligations for Product(s).
  8. Adverse Reaction, HCT/P Deviation, and other mandatory reporting. The Company shall be responsible for reporting adverse reactions, HCT/P deviations, and other reportable events related to the Product(s) pursuant to the applicable Healthcare Laws. Sales Agent shall provide such assistance and information as the Company reasonably requests to fulfill its reporting obligations for Products.
  9. Reports. Upon request, Sales Agent will provide the Company with copies of all pertinent correspondence with and from any governmental agency (including the FDA) concerning the Products or the subject matter of this Agreement, which may include, but shall not be limited to, inspection reports containing negative findings, enforcement actions, regulatory approval applications or actions, or any other document which could affect the federal regulatory status of the Products, or components thereof, as discussed or described in this Agreement.
  10. Regulation of Sale of Human Tissue. The parties agree and understand that the Products are human allograft tissue products. According to the U.S. National Organ Transplant Act ("NOTA") (42 U.S.C. § 274e, as amended), human tissue cannot be sold and is not the property of any entity. The services provided by a tissue bank and third parties include recovery, processing, storage, distribution, marketing, and processing of orders for human tissue to a recipient in a form that is suitable for clinical use and that is helpful in restoring the recipient's form or function. Passing the costs of such services on to recipients is not considered the sale of human tissue as defined under NOTA. As such, the parties agree and understand that references to the sale and/or purchase of Products throughout the Agreement do not refer to the sale of human tissue, but refer to the payment of processing fees for the Products and the distribution of the Products from Company to customers.
  11. Conflict of Interest. Sales Agent is prohibited from engaging in any activity, practice, investment, association or act that conflicts with, or appears to conflict with, the interests of the Company or its affiliated companies, customers, or suppliers. Sales Agent must disclose any financial interest it has in any firm that does business with or competes with the Company. Sales Agent shall not give, offer, or promise, directly or indirectly, anything of value to any a customer, a potential customer of the Company, or to a financial institution or to any government official to induce or in connection with any transaction or business that the Company may have with such customer, financial institution or official. Sales Agent shall ensure that its employees and agents are subject to the same prohibitions concerning actual or potential conflicts with Company interests and the provision of items of value in connection with Company-related business.
  12. Patient Privacy. To the extent applicable, Sales Agent shall take all necessary measures to comply with laws governing patient privacy and data security, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA").

**EXHIBIT E**

**BUSINESS INHERITANCE**

1. Legacy. In the event that the sales representative should die, RxWound LLC agrees to pass on any recurring income or assets from the sales representative's accounts to
  - a. \_\_\_\_\_ and upon their death to
  - b. \_\_\_\_\_ and upon their death to
  - c. \_\_\_\_\_ and upon their death to
  - d. \_\_\_\_\_ and upon their death to
  - e. \_\_\_\_\_
2. The above will be honored uncontested unless otherwise changed, dated, and signed by the sales representative.