These Terms and Conditions ("**Agreement**"), together with the Purchase Order ("**Order** "), and any other documents as referred to herein constitute the entire binding agreement between Biotricity ("**Vendor**") and you ("**Facility**") regarding the purchase and use of Vendor's devices and services and supersede all other agreements and understandings between the parties.

Individually, each party shall be known as "**Party**" and together as "**Parties**".

NOW THEREFORE IT IS AGREED:

1. Orders

1.1 Devices and Software Services. This Agreement applies to remote cardiac monitoring devices ("**Devices**") and related software services sold and provided to Facility pursuant to one or more written orders executed pursuant to this Agreement ("**Order**"). The Order will consist of objects of purchase, prices and terms and conditions on payment (**"Payment Terms"**). "**Software Services**" means the software-as-a-service offering that permits Facility to access information and data captured and transmitted by the Devices online. Software Services includes the Monitoring System described below.

1.2 Monitoring System. In addition to the Devices and the Software Services, Facility may elect to purchase the monitoring services provided by Vendor as set forth in **Exhibit A** ("**Monitoring System**"). Use of Monitoring System will be for a fixed period per Device **("Study")** in which Facility shall request the support of Vendor from time to time and always under Provider's direction, assessment and surveillance. In addition to the terms in the body of this Agreement, the terms set forth in **Exhibit A** shall apply to the Monitoring System.

1.3 For the purposes of this Agreement, the term "**Services**" means all services provided by Vendor to Facility hereunder, including Software Services and the Monitoring System.

2. Licenses

2.1 License for Embedded Software. For such period of time as Facility is permitted to use the Software Services pursuant to an Order, Vendor hereby grants to Facility a non-transferable, non-assignable, non-exclusive, limited-purpose license to use the software comprising the software and the operating system contained within or as a part of the Device (the "**Embedded Software**") solely in connection with Provider's operation of the Device.

2.2 Provision of Access to Software Services. Subject to terms and conditions of this Agreement, Vendor hereby grants Facility a non-exclusive, non-transferable right to access and use the Software Services and end-user documentation ("**Documentation**") during the Subscription Period (as defined in Section 9.1), solely for Provider's internal use. Vendor shall provide to Facility the necessary passwords and network links or connections to allow Facility to access the Software Services.

2.3 Use Restrictions. Facility shall not use the Devices or Software Services for any purposes beyond the scope of the access granted in this Agreement. Facility shall not, directly or indirectly, permit any third party to: (i) copy, modify, or create derivative works of the Embedded Software, Software Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Embedded Software, Software Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to

derive or gain access to the mechanics of the Device, any software component of the Embedded Software or Software Services, in whole or in part; (iv) remove any proprietary notices from the Devices, Software Services or Documentation; or (v) use the Devices, Software Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any right of any person, or that violates any applicable law.

2.4 Facility Responsibilities. Facility is solely and wholly responsible and liable for all uses of the Device, Software Services, Monitoring System and Documentation resulting from access provided by Provider, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Facility shall use reasonable efforts to make all of its authorized users, including its customers and patients, aware of this Agreement's provisions as applicable to such authorized user's use of the Services, and shall cause authorized users to comply with such provisions.

2.5 Reservation of Rights. Vendor reserves all rights not expressly granted to Facility in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Facility or any third party any intellectual property rights or other right, title, or interest in or to the Devices, Software Services, Monitoring System, the Documentation, trademarks and any and all intellectual property provided to Facility by Vendor (collectively "**Vendor IP**").

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, Vendor may temporarily suspend Provider's access to any portion or all of the Services if: (i) Vendor reasonably determines that (A) there is a threat or attack on the Devices, Services or any of the Vendor IP; (B) Provider's use of the Devices, Services or Vendor IP disrupts or poses a security risk to the Vendor or to any other customer or vendor of Vendor; (C) Facility is using the Devices, Services or Vendor IP for fraudulent or illegal activities; (D) subject to applicable law, Facility has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Vendor's provision of the Services to Facility is prohibited by applicable law; (ii) any vendor of Vendor has suspended or terminated Vendor's access to or use of any third-party services or products required to enable Facility to access the Services (any such suspension described in subclause (i) or, (ii), a "**Service Suspension**"). Vendor will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Facility or any authorized user may incur as a result of a Service Suspension. Vendor will notify the Facility of the suspension, and it is the responsibility of the Facility to notify the Provider's customers and patients if required.

2.7 Aggregated Data. Notwithstanding anything to the contrary in this Agreement, Vendor may monitor, collect and compile data and information related to Provider's use of the Services and Provider's patients' use of the Devices as aggregated or otherwise gathered by Vendor in an aggregate and anonymized manner ("**Aggregated Data**"). As between Vendor and Provider, all right, title, and interest in Aggregated Data, and all intellectual property rights therein, belong to Vendor. Facility agrees that Vendor may (i) make Aggregated Data publicly available in compliance with applicable law, and (ii) use Aggregated Data to the extent and in the manner permitted under applicable law.

3. Service Levels and Support

Vendor shall use commercially reasonable efforts to make the Services available. Vendor does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified. The remedies set forth in this Agreement are Provider's sole remedies and Vendor's sole liability under this Agreement.

4. Confidential Information; HIPAA

4.1 Confidentiality. During the term of this Agreement, either party may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written or electronic form or media, and whether or not marked as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's representatives who are bound by obligations of confidentiality no less protective than those contained in this Agreement and need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with an order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given, to the extent permitted by law, written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving party shall promptly destroy all copies, whether in written, electronic, or other form or media, of the disclosing party's Confidential Information and, upon request of the disclosing party, certify in writing to the disclosing party that such Confidential Information has been destroyed.

5. Intellectual Property Ownership; Feedback.

5.1 Intellectual Property Ownership. Facility acknowledges that, as between Facility and Vendor, Vendor owns all right, title, and interest, including all intellectual property rights, in and to the Vendor IP

5.2 Feedback. If Facility or any of its employees or contractors sends or transmits any communications or materials to Vendor suggesting or recommending changes to the Devices, Services, Vendor IP, including without limitation, new features or functionality, or any comments, questions, suggestions, or the like ("**Feedback**"), Vendor is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Facility hereby assigns to Vendor on Provider's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Vendor is free to use, without any attribution or compensation to any party, the Feedback for any purpose whatsoever.

6. Limited Warranty and Warranty Disclaimer.

6.1 Limited Warranty. Vendor warrants to Facility that for 90 days from the date of shipment of the Devices ("**Warranty Period**"), such Devices will materially conform to Vendor's published specifications in effect as of the date of this Agreement. Vendor shall not be liable for a breach of the warranty set forth in Section 6.1 unless: (i) Facility gives written notice of the defect, reasonably described, to Vendor within 10 days of the time when Facility discovers or ought to have discovered the defect; (ii) Vendor is given a reasonable opportunity after receiving the notice to examine such Devices and Facility (if requested to do so by Vendor) returns such Devices to Vendor for examination; and (iii) Vendor reasonably verifies Provider's claim that the Devices are defective with such defect not caused by Provider, its customers or its patients. Vendor shall not be liable for a breach of the warranty set forth in Section 6.1 if: (i) Facility makes any further use of such Devices after giving such notice; (ii) the defect arises because Facility failed to follow Vendor's oral or written instructions as to the storage, commissioning, use or maintenance of

the Devices; or (iii) Facility alters or repairs such Devices without the prior written consent of Vendor. With respect to any such Devices during the Warranty Period, Vendor shall, in its sole discretion, either: (A) repair or replace such Devices (or the defective part) or (B) credit or refund the price of such Devices at the pro rata contract rate provided that, if Vendor so requests, Facility shall, at Vendor's expense, return such Devices to Vendor. THE REMEDIES SET FORTH IN SECTION 6.1 SHALL BE THE PROVIDER'S SOLE AND EXCLUSIVE REMEDY AND VENDOR'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH THIS SECTION 6.1. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION 6.1, THE DEVICES, THE SERVICES AND VENDOR IP IS PROVIDED "AS IS" AND VENDOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. VENDOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. VENDOR MAKES NO WARRANTY OF ANY KIND THAT THE DEVICES, THE SERVICES AND VENDOR IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET PROVIDER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

6.2 No substitute for Professional Judgment. Devices and Services are for the diagnosis and treatment of patients only. Facility is responsible for educating patients on the operations of the Device and the use of Services. Notwithstanding anything to the contrary contained herein, Facility acknowledges that the Devices and the Services are not intended as a substitute for professional medical judgment and Vendor shall have no liability related to any failure to exercise such professional judgment. In the event that the Devices, Services or any report or information generated by the Services is used in connection with any diagnosis or treatment of patient by Facility and/or any of Provider's employees, agents, representatives, and the like, Facility agrees to accept all responsibilities in connection therewith, including responsibility for injury, death, damage, and/or loss related to such diagnosis or treatment, irrespective of whether such injury, death, damage and/or loss results from, or arises during, use of the Device or Services.

7. Indemnification

7.1 Facility Indemnification. Facility shall indemnify, defend, and hold harmless Vendor and each of Vendor's affiliates, and each of the foregoing party's respective officers, directors, employees, agents, successors and assigns, from and against any and all losses, damages, liabilities, and costs (including reasonable attorneys' fees) ("**Losses**") incurred by such parties resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") arising out of or resulting from (i) the improper use of the Devices by Facility and/or any of Provider's employees, agents, representatives, and the like; (ii) the diagnosis or treatment of patients by Facility and/or any of Provider's employees, customers, agents, representatives;(iii) incorrect readings of any ECG readings sourced through usage of the Device; (iv) Provider's acts or omissions in guiding the patient on how to use the Device; (v) Provider's failure to warn patients of risks in using the Device, including, but not limited to, incorrect ECG readings; (vi) Provider's acts or omissions to billing patients and third-party payors for the Devices and Services; (vii) the improper use of the Devices by patients of the Provider; and (viii) delays in responding to emergency events such as cardiac arrests.

7.2 Vendor Indemnification. Vendor shall indemnify, defend, and hold harmless Facility from and against any and all losses incurred by Facility resulting from any Third-Party Claim that the Software Services infringe or misappropriate such third party's US patents, copyrights, or trade secrets, provided that Facility promptly notifies Vendor in writing of the claim, cooperates with Vendor, and allows Vendor sole

authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Facility agrees to permit Vendor, at Vendor's sole discretion, to (i) modify or replace the Software Services to make them non-infringing, or (ii) obtain the right for Facility to continue use of the Software Services. If Vendor determines that neither alternative is reasonably available, Vendor may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Provider. Section 7.2 will not apply to the extent that the alleged infringement arises from: (i) use of the Software Services in combination with data, software, hardware, equipment, or technology not provided by Vendor or authorized by Vendor in writing; or (ii) modifications to the Software Services not made by Vendor. THIS SECTION 7 SETS FORTH PROVIDER'S SOLE REMEDIES AND VENDOR'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SOFTWARE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

8. Limitations of Liability.

IN NO EVENT WILL VENDOR BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER VENDOR WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL VENDOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNT OR AMOUNTS PAID TO VENDOR UNDER THIS AGREEMENT FOR A SINGLE DEVICE OR DEVICES PURCHASED IN THE 12 MONTHS PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

9. Term and Termination.

9.1 Term. This Agreement shall commence as of the date an order is placed ("Effective Date") and shall continue thereafter until the expiration or termination of all Orders, unless sooner terminated pursuant to this Section 9. Unless otherwise set forth in an Order, Provider's right to access and use the Software Services shall commence on the Effective Date and continue for a period of two years (the "**Initial Subscription Period**"). Upon expiration of the Initial Subscription Period, Provider's right to access and use Software Services will automatically renew for successive one-year periods unless either party provides written notice of nonrenewal prior to the end of the then-current period (each a "**Renewal Subscription Period**" and together with the Initial Subscription Period, the "**Subscription Period**"), or unless sooner terminated as provided in this Agreement. If the Subscription Period is renewed, the terms and conditions of the Agreement and the Order will be the same as the terms and conditions in effect immediately prior to such renewal; provided, however, all fees for each Renewal Subscription Period shall be at Vendor's then current pricing. If either party provides timely notice of its intent not to renew, then, unless otherwise sooner terminated in accordance with its terms, Provider's right to access and use the Software Services shall terminate on the expiration of the then-current Subscription Period, or at the end of a Study commenced during the Subscription Period, whichever is later.

9.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement, either party may terminate this Agreement and all outstanding Orders, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

9.3 Effect of Expiration or Termination; Survival. Upon expiration or earlier termination of this Agreement, Facility shall immediately discontinue use of the Devices and Services. No expiration or termination will affect Provider's obligation to pay all fees that may have become due before such expiration or termination or entitle Facility to any refund. The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Sections 2.5, 2.7, 4, 5, 6, 7, 8 and 10.

10. Miscellaneous.

10.1 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

10.2 Notices. All notices hereunder must be in writing and delivered to the party at their designated address or number (including postal address, email address, and fax) provided by the receiving party. Notice through personal delivery shall be sent either by hand, using a nationally recognized overnight courier (with all fees pre-paid) or certified or registered mail (in each case, return receipt requested, postage pre-paid). A notice is effective only upon receipt by the receiving party.

10.3 Force Majeure. In no event shall either party be liable to the other party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control.

10.4 Amendment and Modification; Waiver. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

10.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement so as to affect their original intent as closely as possible in a mutually acceptable manner.

10.6 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Nevada without giving effect to any choice or conflict of law provision. Any legal proceeding arising out of or related to this Agreement will be instituted exclusively in the federal

courts of the United States or the courts of the State of Nevada in each case located in the city of Las Vegas and each party irrevocably submits to the exclusive jurisdiction of such courts.

10.7 Assignment. Facility may not assign any of this Agreement without the prior written consent of Vendor. No assignment or delegation will relieve the assigning or delegating party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the parties and their respective permitted successors and assigns.

10.8 Export Regulation. The Devices and Software Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Facility shall not, directly or indirectly, export, re-export, or release the Devices, Software Services or the underlying software or technology to, or make the Devices, Software Services or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Facility shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Devices, Software Services or the underlying software or technology available outside the US.

10.9 US Government Rights. Each of the Documentation and the software components that constitute the Software Services is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Facility is an agency of the US Government or any contractor therefor, Facility only receives those rights with respect to the Software Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government users and their contractors.

10.10 Compliance with Laws. Each party shall comply with all applicable laws, rules and regulations relating to its duties, obligations, and performance under this Agreement including, without limitation, all applicable federal and state laws, rules and regulations. This shall include, without limitation, the federal False Claim Act (31 U.S.C. § 3729 et seq.), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)); any applicable statutory exceptions or regulatory safe harbors under the federal Anti-Kickback Statute; any state laws comparable to the federal Anti-Kickback Statute; the federal False Claims Act (31 U.S.C. § 3729 et seq.); and any state fraud and abuse laws. The parties agree that any remuneration received pursuant to this Agreement is consistent with fair market value and is not a payment for the referral of any business payable by any Federal Health Care Program, as defined at 42 U.S.C. § 1320a-7b(f).

10.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Section 4.1 or Section 2.3, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

10.12

EXHIBIT A
Monitoring System

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1. Obligations of Vendor.

Subject to the terms and conditions set forth in the Agreement (including this **Exhibit A**), Vendor shall provide to Facility the Monitoring System described in an Order if and to the extent Facility elects to purchase the Monitoring System. Vendor shall provide the Monitoring System in accordance with the protocols provided by Facility in writing.

2. Obligations of Facility

2.1 Medical Director. Facility shall identify a medical director as the primary contact for Vendor in relation to the operation of the Monitoring System ("**Medical Director**"). The Medical Director shall be a physician duly licensed to practice medicine in the state or states where Facility operates with specialized training and expertise in cardiology services. Vendor shall provide the Monitoring System to be under the supervision, overall direction and control of such Medical Director. The training of personnel, including non-physicians, who use the Monitoring System shall be the continuing responsibility of the Medical Director.

2.2 Clinical Services. Facility and its personnel shall be solely responsible for performing or providing all professional medical services related to the Monitoring System. All professional medical services related to the Monitoring System shall be provided, performed or supervised exclusively by qualified physicians employed by or contracting with Facility in such manner as such physicians, in their sole discretion, deem appropriate. Vendor shall have, and exercise absolutely, no control or supervision over the provision of any professional medical services provided by Provider. To the extent that any act or service required to be performed by Vendor hereunder should be construed by a court of competent jurisdiction or applicable authority to constitute the practice of medicine, Vendor's requirement to perform that act or service shall be deemed waived and unenforceable.

2.3 Licenses, Permits and Certifications. Facility shall be responsible for obtaining and maintaining any licenses, permits, and certifications necessary for Provider's performance of its obligations related to the Monitoring System.

3. Billing and Collections

Facility shall have the sole and exclusive right and responsibility to bill and collect for any monitoring services provided to patients of Facility (along with any related professional, technical and hook-up/education components of the ambulatory monitoring services provided by Provider). Vendor shall seek and obtain compensation for the provision of the Monitoring System only from Provider. Vendor shall not bill, assess or charge any fee, assessment or charge of any type against any of Provider's patient or any person or entity other than Facility with respect to the Monitoring System provided pursuant to this Agreement.

EXHIBIT B
Business Associate Agreement

For the purposes of this Business Associate Agreement ("BAA"), Facility is "Covered Entity", and Vendor is "Business Associate" under HIPAA rules.

1. Definitions

All terms used, but not otherwise defined in this BAA, shall have the same meaning as those terms in the HIPAA Rules as defined below. A reference in this BAA to a section in the HIPAA Rules means the section as then in effect as amended from time to time.

1.1 *Breach Notification Rule.* "Breach Notification Rule" means the regulations at 45 CFR §164.400 *et. seq*.

1.2 *Designated Record Set.* "Designated Record Set" shall have the same meaning given to such term in 45 C.F.R. § 164.501

1.3 *Enforcement Rule*. "Enforcement Rule" means the regulations at 45 C.F.R. §160, subparts C, D and E.

1.4 *HIPAA Rules*. "HIPAA Rules" means the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR parts 160 and 164, which implement certain provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as amended, and the HITECH Act.

1.5 *HITECH Act*. "HITECH Act" means the Health Information Technology For Economic and Clinical Heath Act found at Division A, Title XIII – Health Information Technology, and Division B, Title IV of the American Recovery and Reinvestment Act of 2009.

1.6 *Individual.* "Individual" means the person who is the subject of protected health information.

1.7 *Privacy Rule*. "Privacy Rule" means the regulations at 45 CFR parts 160 and 164, subparts A and E.

1.8 *Protected Health Information*. "Protected Health Information" or "PHI" refers to individually identifiable health information, and shall have the same meaning as the term "protected health information" in 45 CFR §164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. All references to PHI include electronic PHI.

1.9 *Required by Law.* "Required by Law" shall have the same meaning given to such term in 45 C.F.R. § 164.103

1.10 *Secretary*. "Secretary" means the Secretary of the Department of Health and Human Services or his/her designee.

1.11 *Security Incident* "Security Incident" shall have the same meaning given to such term in 45 C.F.R. § 164.304, but shall not include (i) unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate; and (ii) immaterial incidents that occur on a routine basis, such as general "pinging" or "denial of service" attacks.

1.12 *Security Rule*. "Security Rule" means the regulations at 45 CFR Parts 160 and 164, subpart A and C.

2. Services; Permitted Uses and Disclosures of PHI by Business Associate.

Business Associate performs services for the Covered Entity pursuant to the Master Agreement ("**Services**"). In the course of providing such Services and except as otherwise provided in this BAA, Business Associate may Use and/or Disclose PHI as it deems necessary or appropriate in connection with performing the Services for, or on behalf of, Covered Entity under the engagement and with respect to future matters involving PHI for which Covered Entity retains Business Associate from time to time.

3. Obligations and Activities of Business Associate.

3.1. Business Associate agrees not to Use or Disclose PHI other than as permitted:

(i) to perform the Services,

(ii) by this BAA, or

(iii) Required by Law.

3.2. Business Associate agrees to use appropriate safeguards, and comply with the standards of the Security Rule set forth at 45 CFR 164 subpart C with respect to electronic Protected Health Information to prevent the Use or Disclosure of PHI other than as provided for by this BAA.

3.3. Business Associate agrees to report to Covered Entity within a reasonable time any Use or Disclosure of PHI of which it becomes aware that is not provided for by this BAA, including any Security Incident of which it becomes aware.

3.4. Business Associate agrees to ensure that any subcontractors that create, receive, maintain or transmit PHI, including electronic PHI, on behalf of the Business Associate to perform services delegated to it that the Business Associate has agreed to perform for or on behalf of Covered Entity also agree to the same restrictions and conditions that apply through this BAA to Business Associate with respect to such PHI by entering into a written contract that complies with 45 CFR §164.314 and 45 CFR §164.504.

3.5. Business Associate agrees that, at the reasonable request of Covered Entity and in a mutually acceptable time and manner, it will provide access to PHI in a Designated Record Set, if any, maintained by Business Associate to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR § 164.524.

3.6. At the direction of Covered Entity, and in a mutually acceptable time and manner, Business Associate will make any amendment(s) to PHI in a Designated Record Set maintained by Business Associate that the Covered Entity has agreed to pursuant to 45 CFR § 164.526.

3.7. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining compliance with the HIPAA Rules; provided, however, that this provision is not intended to, and does not, waive the attorney client privilege of Covered Entity.

3.8. Business Associate agrees to document Disclosures of PHI and information related to such Disclosures, and to make such documentation and information available to Covered Entity as would be necessary for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR 164.528, or an accounting of Disclosures made through an electronic health record in accordance with the HITECH Act, § 13405(c)(1), 42 U.S.C. §17935(b), if applicable.

3.9. To the extent that Business Associate carries out any of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

4. Additional Permitted Uses and Disclosures by Business Associate.

4.1. Business Associate may Use or Disclose PHI as Required by Law.

4.2. Business Associate agrees to use reasonable efforts to limit any Use or Disclosure of PHI to the minimum necessary to accomplish the intended purpose of the Use or Disclosure consistent with (i) the provisions of the HIPAA Rules, and to the extent feasible, (ii) the minimum necessary policies and procedures of the Covered Entity.

4.3. Business Associate may not Use or Disclose PHI in a manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except as otherwise provided herein or as set forth below:

4.3.1. Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate;

4.3.2. Business Associate may Disclose PHI to third parties for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate; provided, however, that in each case the Disclosure is Required by Law, or Business Associate obtains reasonable assurances from such parties that the PHI Disclosed shall be held confidentially and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to such third party, and the third party agrees to notify the Business Associate of any instance in which it is aware in which the confidentiality of the information has been breached; and

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

5. Obligations of Covered Entity.

5.1. Covered Entity shall notify Business Associate of any limitation(s) in a notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, as well as any changes to such notice, to the extent that such limitation or changes may affect Business Associate's use or disclosure of PHI.

5.2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

5.3. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI 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 PHI.

5.4. Covered Entity shall not request that Business Associate Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

6. Notice Obligations Upon Discovery of Breach

6.1. Business Associate will report a Breach known to it to Covered Entity without unreasonable delay and in no case later than 60 calendar days after Discovery.

6.2. Business Associate shall provide Covered Entity with information in its possession relating to the Breach that Covered Entity would need to provide the required notices, including the results of the Business Associate's risk assessment.

6.3. Should Covered Entity determine, pursuant to its own risk assessment, that a Breach had in fact occurred, Covered Entity shall provide any required notices to (i) the Individuals whose PHI was involved in the Breach, (ii) the media and (iii) the Secretary, as required under the Breach Notification Rule.

7. Termination.

7.1. *Term.* The Term of this BAA shall be effective as of the Effective Date and shall expire upon the termination or expiration of any Order.

7.2. *Termination for Cause.* Upon Covered Entity's knowledge of an act or a pattern of activity that constitutes a breach of a material term of this BAA by Business Associate, or Business Associate's knowledge of an act or a pattern of activity that constitutes a breach of a material term of this BAA by the Covered Entity, either the Covered Entity or the Business Associate, as applicable, shall either: (i) provide an opportunity for the Covered Entity or the Business Associate, as applicable, to cure the breach or end the violation, and terminate this BAA and the Master Agreement if the Covered Entity or Business Associate, as applicable, does not cure the breach or end the violation within a reasonable period; or (ii) immediately terminate this BAA and the Master Agreement if the Covered Entity or the Business Associate, as applicable, has breached a material term of this BAA and cure is not possible.

7.3. *Effect of Termination*

7.3.1. Upon termination of this BAA, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity shall: (i) retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, (ii) continue to use appropriate safeguards and comply with Subpart C of 45 CFR part 164 with respect to electronic PHI to prevent Use or Disclosure of the PHI, other than as provided for in this BAA for so long as Business Associate retains the PHI, (iii) not Use or Disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained, and (iv) de-identify, return or destroy the PHI when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

7.3.2. In the event that Business Associate determines that returning or destroying the PHI is not feasible, (i) Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible, and (ii) 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 not feasible, for so long as Business Associate maintains such PHI.

7.3.3. Notwithstanding any termination of Covered Entity's present or future engagement of Business Associate, Covered Entity shall remain responsible for all obligations set forth in any contract or other agreement between Business Associate and Covered Entity with respect to Services provided prior to termination of that contract or other agreement.

8. Miscellaneous.

8.1 *Survival.* The respective rights and obligations of Business Associate under Section 7.3 of this BAA shall survive the termination of this BAA.

8.2 *Reimbursement*. Covered Entity hereby agrees to reimburse Business Associate for time spent and costs incurred by Business Associate in connection with complying with requests related to Covered Entity's obligations under the HIPAA Rules, other than the costs arising directly from acts or omissions of Business Associate.

PAYMENT AND BILLING

The following terms and conditions are part of the overall agreement between the Parties and is to be considered in conjunction with the Master Agreement and any applicable Order. Capitalized terms shall have the same meaning as terms defined in the Master Agreement unless otherwise specified herein.

1. Delivery

The Devices will be delivered within a reasonable time after the date of the Order. Vendor shall deliver the Devices to Provider's delivery point identified on the Order using Vendor's standard methods for packaging and shipping. Title and risk of loss passes to Facility upon dispatchment of the Devices from Vendor's premises. As collateral security for the payment of the purchase price of the Devices, Facility hereby grants to Vendor a lien on and security interest in and to all of the rights, title and interest of Facility

in, to and under the Devices. The security interest granted under this provision constitutes a purchase money security interest.

2. Payment and Billing

2.1. Fees and Billing for Devices Facility shall pay Vendor the fees as set forth in an applicable Order. Fees for Devices are to be paid either:

2.1.1. Following execution of an applicable Order. Vendor shall send invoice to Facility thereafter; or

2.1.2. Subject to an instalment plan. Devices purchased on an instalment plan shall be invoiced monthly. Instalments shall be payable in equal monthly payments automatically withdrawn through credit card or ACH bank withdrawal, based on 4 or 12-month instalment plans.

2.2. Fees and Billing for Monitoring System. Subject to an applicable Order, Facility is required to pay for usage of the Monitoring System. Fees for the Monitoring System are to be paid either as:

2.2.1. A per-Study fee: The Monitoring System is used per Device and for a fixed period of time determined by Facility (**"Study").** Fees will be charged on a per-Study basis, and only for completed Studies. Fees shall be invoiced semi-monthly; or

2.2.2. A monthly fee per device: The monthly fee is not dependent on the number of Studies conducted. Fees shall be invoiced monthly.

2.3. Invoices and Payment. Facility shall pay all properly invoiced amounts due to Vendor in US dollars within 30 calendar days after Provider's receipt of such invoice. Invoices are billed within 5 business days of the 15th and 30th of each month (or 28th for February). If chosen, deferred fees for any Devices shall be payable in equal monthly payments automatically withdrawn through credit card or ACH bank withdrawal, based on 4 or 12-month instalment plan as selected by Provider.

2.4. Taxes and Surcharges. All fees and other amounts payable by Facility under this Agreement are exclusive of taxes and regulatory charges or other surcharges, if applicable. Facility is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental or regulatory authority on any amounts payable by Facility hereunder, other than any taxes imposed on Vendor's income.

2.5. Obligation of Payment. Facility agrees fees owed to Vendor for Devices and use of Monitoring System is not directly related to or encumbered by or dependent on a specific payment or non-payment to Facility by a patient or a third party such as a private or public Facility of insurance. Facility agrees and acknowledges Vendor is a creditor, and Facility is a debtor, until payment of invoice and that Vendor maintains its legal rights to full payment from Facility for Provider's utilization of the Devices and Monitoring System on delivery of invoice.

2.6. Assignment. Facility agrees to assign its rights to a fixed amount, equivalent to the fees paid in an applicable Order, of the total cash proceeds received or expected to be received by Facility from an insurance company or program, either government or private, and Provider's patient, for Provider's use of the Device and performance of any Study.

3. Non-Payment

If Facility fails to make full payment on any invoices issued by Vendor to Facility by the due date, without limiting Vendor's other rights and remedies: (i) Vendor may charge interest on the past due amount at the rate of 1.5% per month calculated daily or, if lower, the highest rate permitted under applicable law; (ii) Facility shall reimburse Vendor for all reasonable costs incurred by Vendor in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 10 days or more, Vendor may suspend Provider's access to any portion or all of the Services until such amounts are paid in full.

4. Evaluation Orders

4.1. In the event Facility elects to evaluate the Device before purchasing, Vendor shall provide the Device(s) and Services listed on any applicable Order to Facility for a period of 30 calendar days after delivery (**"Evaluation Period"**) without requesting payment for the Device(s).

4.2. Facility will be billed for the Device(s) if Facility chooses to keep the Device(s) following the completion of the Evaluation Period.

4.3. If Facility chooses not to purchase the Device(s) upon the completion of the Evaluation Period, Facility must notify Vendor in writing of intention to not purchase the Devices within 7 Calendar Days following the completion of the Evaluation Period. Any Device held by Facility shall be returned to Vendor. Subject to Section 4.4, provided the Device(s) is returned without any damage or blemish, both internally and externally, and remains functional and usable according to the opinion of Vendor, Facility will not be charged for the Device(s). In the event there is damage requiring repair or replacement, whether wholly or partially, or Facility no longer possesses the Device(s) at the time of notification, Facility will be charged the full price of the damaged or absent Device(s).

4.4. Devices not purchased by Vendor under the Evaluation Order are to be returned to Vendor within 30 calendar days after notification from Facility to Vendor of intention not to purchase. After the 30 calendar days, Vendor shall bill Facility for Devices not returned to Vendor notwithstanding Provider's intention to desist use of the Devices.

4.5. Facility shall pay for the Monitoring System used during the Evaluation Period and will be invoiced upon completion of any Study. Charges for the Monitoring System incurred during the Evaluation Period are not refundable.

4.6. Vendor shall charge Facility for additional purchases of Devices made after the start of the Evaluation Period.

5. Cost of Repairs and Protection Plan

5.1. In addition to, and notwithstanding, the Limited Warranty (see Section 6.1 of the Master Agreement), in the event Facility seeks to repair or replace a Device or part of a Device, the costs to repair or replace are detailed in Schedule 1. Stated prices are subject to change with discretion on prices held by Vendor. Vendor shall notify Facility in writing of any change in prices.

5.2. Vendor offers Facility repair and replacement services ("**Protection Plan**") for Devices purchased. Should the Facility choose to purchase the Protection Plan offered by Vendor, Facility shall pay, and the Vendor shall repair or replace Devices according to the terms of the Protection Plan.

5.3. The Protection Plan begins on the date Facility purchases the Protection Plan ("**Commencement Date**") and ends on the first-year anniversary of the Commencement Date.

5.4. Unless within the Limited Warranty period stated in Section 6.1 of the Master Agreement, shipping and handling fees (including packing and return postage) to and from Vendor are to be paid for by Provider.

6. Return Policy

6.1. Except as set out below, all sales are final.

6.2. Unused Devices, without damages or blemishes, and remain in a saleable condition, as determined by Vendor, can be returned within 60 calendar days from the original Order date in exchange for a refund. Refunds will be provided upon confirmation of receipt of returned devices and an approval of reusability after examination of the Devices from Vendor.

6.3. Except for those Devices returned within the Evaluation Period in accordance with Section 4.4 a restocking fee will be charged on all returned Devices.

SCHEDULE 1
Payment and Billing

	Repair Type	Prices with Protection Plan	Prices without Protection Plan
1	Unrepairable - Product Replacement	$150	$360
2	Repair - broken screen	0	$60
3	Repair - reboot	0	$60
4	Repair - other	0	TBD (*)
5	Repair - battery replacement	0	$50
6	Carrying Pouch replacement	0	$5.99

7	ECG cable replacement	0	$14.99
8	Charger replacement	0	$9.99
9	Carrying Case replacement	0	$29.99
10	Other	TBD (*)	TBD (*)
11	Shipping and handling	Free	Free

A. Cost of Repairs and Replacement for Bioflux

*Charges for special scenarios will be determined on a case by case basis

B. Cost of Repairs and Replacement for Biotres

	Repair Type	Prices with Protection Plan	Prices without Protection Plan
1	Unrepairable - Product Replacement	0	0
2	Repair - other	0	TBD (*)
3	Repair - battery replacement	0	$50
4	Charger replacement	0	$9.99
5	Carrying Case replacement	0	$29.99
6	Other	TBD (*)	TBD (*)
7	Shipping and handling	Free	Free

*Charges for special scenarios will be determined on a case by case basis