

CONTACT NAME:

# **Customer Onboarding Document**

|                    |                   | Email:         |              |  |
|--------------------|-------------------|----------------|--------------|--|
| Customer Inform    | ation             |                |              |  |
| PROVIDER NAME:     |                   | Tax ID #:      |              |  |
| PRACTICE NAME:     |                   |                |              |  |
| SHIP TO ADDRESS:   |                   | City           | State_Zip    |  |
| CONTACT NAME:      |                   |                |              |  |
| CONTACT PHONE:     |                   |                |              |  |
| TELEPHONE:         |                   |                |              |  |
| -AX:               |                   |                |              |  |
|                    |                   |                |              |  |
| HOW DO YOU BILL?   | Individual NPI #: |                | Group NPI #: |  |
| BILL TO ADDRESS:   |                   | City           | State_Zip    |  |
| AP CONTACT NAME: _ |                   |                |              |  |
|                    |                   |                |              |  |
| AP EMAIL:          |                   |                |              |  |
|                    |                   |                |              |  |
|                    | CLAIMS I          | PROCESSOR INFO | PRMATION     |  |

Distributor:\_

Fax Form to: (817) 961-1288 or email to: newcustomer@legacymedicalconsultants.com

EMAIL:

TELEPHONE:



## **Fulfillment / Rebate Agreement**

| This Rebate Fulfillment A<br>Date") between Legacy I | agreement (the "Agreement") is entered into as of this_<br>Medical Consultants and | _day of | , 20 | (the "Effective |
|--|--|---------|------|-----------------|
| Provider Name:                                       |  |         |      |                 |
| Office Address:                                      |  |         |      |                 |
|  |  |         |      |                 |
| ("Customer").  |  |         |      |                 |

#### **Background**

The Customer wishes to purchase, and Legacy Medical Consultants has agreed to sell to Customer human cell and tissue products, subject to the following terms.

Now, therefore, the parties agree as follows:

- 1. **Product Prices.** Product mean the human cell and tissue products offered by Legacy Medical Consultants as described in Schedule A, as such Schedule may be modified from time to time. The Invoice Price for each Product is the price stated for that Product in Schedule A.
- 2. **Insurance Verification.** Customer agrees to utilize Legacy Medical Consultants' Insurance Verification Request form (IVR) prior to ordering and using Products.
- 3. Order Fulfillment. After Customer submits an IVR and receives confirmation of patient's benefits, the Customer places an order and Legacy Medical Consultants accepts the order and generates an Order Statement, which will reflect that the Customer has agreed to purchase the Products identified on the Statement and the terms of the purchase. Legacy Medical Consultants shall, on Customer's behalf, promptly pack and ship the Products identified on the Statement for delivery to the Customer using second-day delivery. Legacy Medical Consultants shall provide delivery status information from the carrier to the Customer for shipment.
- 4. **Product Usage**. After receiving Product(s), Customer will treat the patient as medically necessary. Customer and Legacy Medical Consultants acknowledge that use of any Product is at the sole discretion of the treating provider, pursuant to his or her professional medical judgement.
- 5. **Rebate Qualification.** If the Customer uses three (<u>3</u>) or more Products in a given month, he or she will qualify for a rebate of <u>35</u>% of the invoice price on all Products used for that month. Eligibility for the rebate each month will be calculated at the end of the month and, if the Customer is eligible for a rebate for that month, the amount of the rebate will be applied to the Customer's account as a rebate credit on the monthly invoice. Customer agrees to fully and accurately report all amounts paid and rebates earned hereunder to Medicare, Medicaid and all other federal and state health care programs and third-party payers as required by the discount safe harbor to the anti-kickback statute, 42 CFR 1001.952(h), and other applicable laws or agreements, and to provide copies of this Agreement and all other applicable information provided by Legacy Medical Consultants related to this Agreement and the amounts paid and rebates earned hereunder to representatives of these programs and other third-party payers upon their request.



## **Fulfillment / Rebate Agreement**

- 6. **Invoices & Payment.** At the end of each month, Legacy Medical Consultants will develop and deliver an Invoice to Customer that identifies the Products ordered in the preceding month and the Customer's outstanding balance, which shall reflect the Invoice Price of the Products ordered and not yet paid by the Customer, as well as any rebates that the Customer has earned as of the date of the invoice, and any other charges or credits on the Customer's account to date. Customer agrees to pay Legacy Medical Consultants the balance due amount stated in each Invoice within thirty (30) days of after the month of product shipment. Customer will access the open invoices and make payments through the Bill.com portal. Customer will input their banking and credit card information in the Bill.com portal.
- 7. **Miscellaneous.** This Agreement contains the entire agreement between the Parties concerning the subject matter hereof and is governed by Texas law. This agreement may be amended or modified only by a written agreement signed by both parties.

Executed as of the Effective Date.

| Legacy Medical Consultants | Customer                 |
|----------------------------|--------------------------|
| Staff Signature:           | Customer Signature:      |
| Staff Name (printed):      | Customer Name (printed): |

#### Schedule A

### **Products and Prices**

|                 | Part Number | Description          | Invoice Price |
|-----------------|-------------|----------------------|---------------|
| H               | ZNG-0202    | ZENITH 2x2cm (Q4253) | \$3,800       |
| ZENITH MEMBRANE | ZNG-0203    | ZENITH 2x3cm (Q4253) | \$5,700       |
| MEM             | ZNG-0404    | ZENITH 4x4cm (Q4253) | \$15,200      |
| NITH            | ZNG-0406    | ZENITH 4x6cm (Q4253) | \$22,800      |
| ZE              | ZNG-0408    | ZENITH 4x8cm (Q4253) | \$30,400      |



### **Credit Card Authorization**

#### CREDIT CARD AUTHORIZATION FORM

Please sign and complete this form to authorize Legacy Medical Consultants to apply charges to your credit card listed below. By signing this form, you grant Legacy Medical Consultants permission to charge the credit card below for each graft shipped per the Terms of the Fulfillment / Rebate Agreement.

| Please complete the information below:                   |  |  |             |
|--|--|--|-------------|
| I_charge the credit card account indicated below 30 days | (Full Name) autho<br>after the shipment of all p | orize Legacy Medical Con<br>roduct(s). | sultants to |
| Credit C   | ard Authorization  —                             |  |             |
| PROVIDER NAME:   |  |  |             |
| CREDIT CARD TYPE:   AMEX  VISA  MAST                     | ERCARD   |  |             |
| CREDIT CARD NUMBER:                                      |  | EXP. DATE:                             | CVV:        |
| EMAIL:   |  |  |             |
|  |  |  |             |
| SIGNATURE:   |  | DATE:                                  |             |

I authorize the above-named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above. I certify that I am an authorized user of this credit card and that I will not dispute the payments with my credit card company so long as the transaction corresponds to the terms indicated in this form. Credit card payments will incur a processing fee of 3.5% per transaction.

LEGACY MEDICAL CONSULTANTS • 9800 HILLWOOD PKWY, SUITE 320 • FORT WORTH, TX 76177 NEW CUSTOMER (817) 961-1288 • newcustomer@legacymedicalconsultants.com

FAX 1.866.300.0431