

Nidra Tonic Motor Activation System – Service Agreement

Review the following information and sign below to indicate that you have read and agree.

- **Authorizations to Release Information and Discuss Care**
- **Acknowledgment of Education and Training**
- **Acknowledgment of Receipt of Certain Forms**

Background

The Nidra Tonic Motor Activation (TOMAC) System (hereinafter “the System”) is comprised of three main components: (1) Nidra TOMAC Therapy Unit (hereinafter “the Device”); (2) Charge Dispersing Interfaces (“CDIs”) that are disposable supplies necessary for the use of the Device; and (3) Charging Accessories for the Device. Noctrix Health Inc. and affiliated companies are collectively referred to as “Noctrix Health” in this Service Agreement (hereinafter “Service Agreement”). The use of “We” refers to Noctrix Health in this Service Agreement. The use of “I” or “you” in this Service Agreement refers to the patient named in this Service Agreement.

Authorization to Release Information

I authorize my physician and the practice, facility and hospital of my physician, and any other holder of medical information about conditions for which I am being treated, to release to Noctrix Health any information necessary for treatment, payment and healthcare operations related to my use of the Nidra Tonic Motor Activation System. I also authorize Noctrix Health, my physician and the practice, facility and hospital of my physician and any other holder of medical information about conditions for which I am being treated to release such information to my insurer for the purpose of billing for the equipment and services provided by Noctrix Health. These authorizations apply to my current physician and previous physicians, their practices, facilities, and hospitals.

Authorization To Discuss Care

I authorize Noctrix Health to discuss my care with the family members and/or caregivers listed below. I may revoke this authorization at any time by calling or emailing Noctrix Health at 866-327-3757 or billing@noctrixhealth.com.

List all authorized individuals: _____

Acknowledgement of Education and Training

I consent to receive education from Noctrix Health on the use and maintenance of the system. I also consent to accept phone calls and messages from Noctrix Health for technical support and health care operation matters, including billing matters.

Supply Terms For Nidra Tonic Motor Activation (TOMAC) System

Background

Noctrix Health Inc. and affiliated companies are collectively referred to as Noctrix Health in this supply agreement (hereinafter "Supply Agreement"). The use of "I" or "you" refers to the patient named in the affiliated Service Agreement. All capitalized terms not defined herein have the meaning defined in the Service Agreement. The Nidra Tonic Motor Activation (TOMAC) System (hereinafter "the System") is comprised of three main components: (1)

Nidra TOMAC Therapy Unit (hereinafter "the Device"); (2) Charge Dispersing Interfaces ("CDIs") that are disposable supplies necessary for the use of the Device; and (3) Charging Accessories for the Device. CDIs are supplied in quantities of eight for a one-month supply. See Supply Terms below.

Patient Supply Terms Acknowledgement

I understand that until I have either (1) purchased the Device or (2) rented the Device for a period of 13 months while meeting the CDI Purchase Requirement, the Device shall always remain the property of Noctrix Health. I understand and agree that at any time prior to purchase of the Device in full, Noctrix Health has the right to inspect the System upon request and that I may be responsible for the repair or replacement value of the System at sole discretion of Noctrix, up to the purchase price, in the event it is lost, damaged, or stolen while in my possession or control.

I understand: (i) Noctrix Health has the option to provide new or refurbished equipment including the Device, power supplies and accessories; (ii) that I shall not modify or alter any equipment provided to me by Noctrix Health, including dismantling and reverse engineering of the Device; (iii) that I will notify Noctrix Health immediately of any equipment problems; and (iv) that the equipment is only to be used upon the order and direction of my doctor.

Patient Care Responsibilities

I understand and acknowledge that: (1) my care is under the supervision and control of my treating healthcare provider; (2) my provider has prescribed the System as part of my treatment and has explained to me its risks, advantages, possible complications and alternatives, and why it is considered necessary treatment for my condition;

(3) Noctrix Health's services do not include diagnostic, prescriptive or other functions pertaining to licensed physicians, and (4) my provider is solely responsible for diagnosing and prescribing drugs, equipment and therapy for my condition and otherwise supervising and controlling my medical condition.

Return of the Device to Noctrix Health

I understand that I cannot return any component of the Nidra Tonic Motor Activation System for a refund unless the policy below permits.

A. Device Purchase (Not Applicable for Traditional Medicare Beneficiaries)

- a. I understand that within 45 days of receiving my initial Nidra Tonic Motor Activation System, I can return all system components for any reason by writing to billing@noctrixhealth.com and returning the equipment, except when insurance contract terms supersede this policy. Any deductible and/or out-of-pocket expenses are collected upon receipt of the Explanation of Benefits ("EOB") issued by the insurer as defined by the cost identified in the patient responsibility section of the EOB.

B. Device Rental (Monthly rental up to purchase price)

- a. I understand that the 45-day trial period does not apply when the Device is rented. Noctrix Health will collect monthly rental fees based on my ongoing use of Nidra TOMAC therapy. Upon termination of therapy use, I will no longer be charged monthly rental fees, and Noctrix Health will stop billing insurance when notified of therapy discontinuation. If I stop using therapy, I will notify Noctrix Health (billing@noctrixhealth.com) and return all therapy components to Noctrix Health.

I understand that the System fees will continue until the date that I call Noctrix Health to pick up the System or until the Device has been purchased.

Warranty Information

Noctrix Health Inc. warrants, to the original purchaser only, that the Nidra Tonic Motor Activation System purchased by the customer shall be free from defects in materials and workmanship under normal use and will perform under the product specifications outlined in the Instructions for Use (IFU) for a period of three (3) years. Should the System fail to conform to the above warranty and a valid claim is received by Noctrix Health at the email address or phone number written below within the applicable warranty period specified above, as the initial customer's sole remedy (and Noctrix Health's sole liability), Noctrix Health will repair or replace it at its discretion, any nonconforming material or part.

Warranty claims on defective Products must be made by the initial customer of record, based on the assigned serial number, lot number, or warranty registration. To obtain warranty service, the initial customer of record must (1) contact Noctrix Health before the expiration of the applicable warranty period to receive a Return Materials Authorization number, and (2) return the defective Product to Noctrix Health in either its original packaging or packaging providing an equal degree of protection. Noctrix Health will pay the cost of shipping the product to Noctrix Health if the original purchaser uses the shipping method specified by Noctrix Health. If the warranty claim is valid, Noctrix Health will pay the cost of shipping the repaired or replacement Product to the original purchaser. If the warranty claim is invalid, Noctrix Health may return the Product to the original purchaser at the original purchaser's cost or dispose of the Product with no liability to the original customer. Any replacement Product will be warranted for the remainder of the applicable warranty period for the product originally purchased or for any additional period of time that may be applicable in the original purchaser's jurisdiction. If Noctrix Health replaces the device, it reserves the right under this limited warranty to provide, at Noctrix Health's sole discretion, either a new or a refurbished replacement device. The purchaser of this Noctrix Health product may not refuse a replacement product provided under this warranty because the replacement product is refurbished. Any refurbished device provided as a replacement product under this limited warranty has been restored and tested to the same specifications as a new device.

Warranty Conditions

- This warranty is only available to the original purchaser.
- It is not transferable.
- This is a limited warranty and does not cover:
 1. Any damage caused by improper use, accident, neglect, abuse, modification, water ingress, or alteration of the System.
 2. Repairs carried out by any service organization or person that has not been expressly authorized by Noctrix Health to perform such repairs.
 3. Any components of the System other than the Nidra Tonic Motor Activation System Therapy Delivery Units, or Bands, Charge Dispersing Interfaces, or power accessories.
 4. Product loss by the patient.
- This warranty is void on any product that is sold or resold outside the country of original purchase.

Noctrix Health provides no other express warranties for the System. All implied warranties for the System (including any warranties of merchantability or fitness for a particular purpose) are limited in duration to the applicable warranty period set forth above (or, if longer, the shortest period allowed by applicable law in the original purchaser's jurisdiction). This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Unless prohibited by applicable law, in no event shall Noctrix Health be liable for any claim or action, regardless of the form of any claim or action (whether in contract, negligence, strict liability, or otherwise), for any (a) matter beyond its reasonable control, (b) indirect, punitive, incidental, reliance, special, exemplary or

consequential damages including, but not limited to, loss of revenues or profits, (c) any direct damages above the amount paid to Noctrix Health for the particular Product giving rise to such damages, even if such party has been advised of the possibility of such damages. If the state where you reside does not allow any exclusion or limitation of incidental, consequential, or other damages, then the above limitation or exclusion may not apply to you.

This Limited Warranty shall be governed by the laws of the State of California, USA, without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction.

To exercise your rights under this warranty or to request a written copy of this warranty, please contact Noctrix Health by phone at (866) 327-3757 or by email at billing@noctrixhealth.com.

Contact Information for Questions or Complaints

Any questions, concerns or complaints may be addressed to Noctrix Health: 866-327-3757 or billing@noctrixhealth.com. You may also share your complaints with the Board of Certification/Accreditation (BOC): 877-776-2200 or info@bocusa.org.

Notice of Privacy Practices (HIPAA)

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

Please contact 866-327-3757 or billing@nnoctrixhealth.com if you have questions. For more information see regarding your rights under HIPAA: <https://www.hhs.gov/hipaa/for-individuals/faq/index.html>.

Purpose of this Notice

This Notice of Privacy Practices (“Notice”) will tell you about the ways in which Noctrix Health may use and disclose your protected health information (“PHI”) that may be used to identify you. We also describe your rights and certain obligations we have regarding the use and disclosure of PHI.

Our Pledge Regarding Protected Health Information

We understand that information about you and your health is personal and we are committed to protecting your health information. We create a record of the products and services that we provide to you. We need this record to provide you with quality products and services used in your care and to comply with certain legal requirements. This Notice applies to all the PHI we use and disclose related to the products and services used in your care. Your personal doctor, healthcare provider and other entities providing products or services to you may have different policies or notices regarding their use and disclosure of your PHI. In this Notice, when We use “your information” or “health information” We’re referring to information that identifies you and relates to your health or condition, your health care services, or payment for those services. It includes health information, like diagnosis and treatment plans. It also includes demographic information like your name, address, phone number and date of birth. We also reserve the right to create a collection of information that is deidentified so that it does not contain unique personal identifiers and no longer can be linked to you.

Our Legal Requirements

When it comes to your information and privacy, you have important rights under state and federal law. This section explains those rights. Ask us about them and We will explain the process. We are required by law to:

- Make sure that health information that identifies you is kept private.
- Give you this Notice of our legal duties and privacy practices with respect to PHI about you.
- Notify you if we are unable to agree to a requested restriction on how your information is used and disclosed.
- Accommodate reasonable requests that you may make to communicate PHI by alternative means or at alternative locations.
- Obtain your written authorization for purposes other than those listed below and permitted under law; and

- Follow the terms of the Notice that currently is in effect.

Who Will Follow Our Privacy Practices

This Notice describes Noctrix Health's practices and that of all Noctrix Health employees, staff, and other company personnel for US operations only.

These entities, sites and locations follow the terms of this Notice. Additionally, these entities sites and location may share PHI with each for treatment, payment, or health care operations purposes as described in this Notice.

Your Rights Regarding Protected Health Information About You

You have the following rights regarding PHI we maintain about you:

Right to Inspect and Copy.

You have the right to inspect and copy PHI that may be used to make decisions about your care. Usually this includes medical and billing records. To inspect and copy PHI that may be used to make decisions about you, please contact 866-327-3757 or billing@noctrixhealth.com. We may charge a fee for copying requested files. We may deny your request to inspect and copy in certain circumstances. If you are denied access to PHI, you may request that the denial be reviewed. Another person chosen by us will review your request and the denial. We will comply with the outcome of that review.

Right to Amend.

If you feel that PHI, we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by us. To request an amendment, please contact 866-327-3757 or billing@noctrixhealth.com. You must provide a reason that supports your request. We may deny your request for an amendment if it does not include a reason to support that request. Additionally, we may deny your request if you ask us to amend information that:

- Was not created by us, unless the person or entity that created the information is no longer available to make the amendment.
- Is not part of the PHI kept by or for us.
- Is not part of the information which you would be permitted to inspect and copy; or
- Is accurate and complete.

Right to Accounting of Disclosures.

You have the right to request an "accounting of disclosures." This accounting is a list of the disclosures we made of your PHI. Noctrix Health will provide an accounting of all but the following:

- Those made for treatment, payment, and health care operations.
- Those made to you about your own PHI.
- Those made to persons involved in your care or other notification purposes.
- Those made pursuant to an authorization signed by you disclosing specific uses and disclosures.
- Where the disclosures are part of a Limited Data Set (as defined in the Health Insurance Portability and Accountability Act, or “HIPAA”).
- Where the disclosures are incidental to an otherwise permissible disclosure.
- For national security or intelligence purposes; and
- To correctional institutions or law enforcement custodial situations.

To request this list or accounting of disclosures, please contact 866-327-3757 or billing@noctrixhealth.com.

We may request that you submit the request in writing. Your request must state a period that may not be longer than six years from the date of service. Your request should indicate in what form you want the list (i.e., paper, or electronic). A single request within a 12-month period will be provided free of charge. We will charge you for the costs of providing additional lists requested within a 12-month period. We will notify you of the cost involved and you may choose to withdraw or modify your request at the time before any costs are incurred.

Right to Request Restrictions. You have the right to request a restriction or limitation on the PHI we use or disclose about you for treatment, payment, or health care operations. You also have the right to request a limit on the PHI we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. We will consider your requests for restrictions but we are not required to agree to your requests in many cases. If we do agree, we will comply with your request unless the information is needed to provide you emergency treatment. Please contact 866-327-3757 or billing@noctrixhealth.com to request restrictions. We may request a written request. You must tell us: i) what information you want to limit, ii) whether you want to limit our use, disclosure, or both, and iii) to whom you want the limits to apply, for example, disclosures to your spouse.

Right to Request Confidential Communications.

You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail. Please contact 866-327-3757 or billing@noctrixhealth.com to request confidential communications. We may request a written request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to Revoke Authorization.

You have the right, in instances where written authorization is required, to revoke such authorization to use or disclose PHI. However, authorization revoked after action has already been taken and the PHI has been disclosed will be without effect. Any revocation of authorization must be in writing.

Right to a Paper Copy of this Notice.

You have the right to a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice. Please contact 866-327-3757 or billing@noctrixhealth.com to request a paper copy. Requests for paper copies are limited to one request per twelve (12) month period.

How We May Use and Disclose (Share) Protected Health Information About You

The following categories describe different ways that we are permitted to use and disclose PHI. Certain of these categories may not apply to Noctrix Health and We may not use or disclose your PHI for such purposes. Not every use or disclosure in a category will be listed. However, all the ways we are permitted or required to use and disclosure PHI, without your authorization, will fall within one of the categories.

For Treatment.

We may use or disclose PHI about you to assist healthcare professionals and providers provide you with medical treatment or services. For example, we may provide PHI related to your use of our products or services to your physician and the staff at your physician's practice to assist your physician in maintaining appropriate use of the device.

For Payment.

We may use and disclose your PHI so that the products and services we provide you may be billed to, and payment may be collected from: you, an insurance company, or a third party. For example, we may need to receive from, or disclose to, your health plan, Medicare, or a medical facility information about the products and services we provided to you so they or another responsible payor can pay us. This may specifically include information required for the Prescription Order Form, Assignment of Benefits, diagnostic testing, and medical record information. We may also tell your health care provider or plan about a product or service you are going to receive to obtain prior approval or to determine whether your provider or plan will cover that product or service.

For Health Care Operations.

We may use and disclose PHI about you for our health care operations and we may use and disclose PHI about you to other health care providers involved in your care for certain health care operations they must undertake. These uses and disclosures are necessary to run our company and make sure that users of our products receive the most cost effective and therapeutic products possible. Examples of health care operations activities by Noctrix Health include but are not limited to: delivery, pick-up and service functions, collection efforts, internal auditing, business planning (including analysis of product length of use, utility, or development/improvement of reimbursement methods or policy), assessing the quality of care and outcomes in your case and similar cases,

and quality assurance/improvement activities. We may also combine PHI about many patients to decide what additional products and services we should offer, what products and services are not needed, and to justify how effective our products are in the care of individuals such as you. We may also disclose information to medical facilities and independent researchers for review and learning purposes. We may remove information that identifies you from this set of PHI so others may use it to study health care and health care delivery without learning who the specific patients are. Also, in the event that Noctrix Health Inc., or any subsidiary of Noctrix Health are acquired or substantially all its assets are acquired, PHI likely will be one of the transferred assets held by the acquiring covered entity.

Notice/Reminders.

We may use and disclose PHI to contact you or arrange for your health care provider to contact you regarding product delivery, maintenance, in-service or pick-up.

Individuals Involved in Your Care or Payment for You Care.

We may disclose to a family member, other relative, or any other person identified by you (e.g., a close friend of yours) PHI directly relevant to such person's involvement with your care or payment for your health care, when you are present for, or otherwise available prior to, a disclosure, and you can make your own health care decisions, if: (i) we obtain your agreement; (ii) we provide you with the opportunity to object to the disclosure and you do not object; or (iii) we infer from the circumstances, based upon professional judgment, that you do not object to the disclosure. We may obtain your oral agreement or disagreement to a disclosure. However, if you are not present, or the opportunity to agree or object to the disclosure cannot practicably be provided because of your incapacity, or in an emergency circumstance, we may, in the exercise of professional judgment, determine whether the disclosure is in your best interests, and if so, disclose only PHI that is directly relevant to the person's involvement with your health care.

Research.

Under certain circumstances, we may use and disclose PHI about you for research purposes. For example, a research project may involve comparing the health and recovery of all patients who received on product or service for the same condition. We may also disclose PHI about you to people preparing to conduct a research project, for example to help them look for patients with specific medical circumstances. We will in most circumstances ask for your specific authorization if the researcher will have access to your name, address, or other identifying information that reveals who you are.

As Required by Law.

We will disclose PHI about you when required to do so by federal, state or local law. For example, we may disclose information to collect or report adverse events; for judicial and administrative proceedings pursuant to

legal authority; to report information related to victims of abuse, neglect or domestic violence; or to assist law enforcement officials in their law enforcement duties.

Government Functions.

We may use and disclose PHI about you as required for specialized government functions such as protection of public officials, reporting to various branches of the armed services or national security activities authorized by law.

To Avert a Serious threat to Health or Safety.

We may use and disclose PHI about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat.

Workers' Compensation.

We may release PHI about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Activities.

We may use or disclose your PHI to a health oversight agency for activities authorized by law. These oversight activities include, for example: audits; investigations; inspections; licensure; tracking product defects or problems; to enable product recalls, repairs, or replacement; and to conduct post marketing surveillance. These activities are necessary for the government to monitor the health care system, government programs, compliance with civil rights laws, and compliance with product regulations specifically required by the Food and Drug Administration ("FDA").

Lawsuits and Disputes.

If you are involved in a lawsuit or a dispute, we may disclose PHI about you in response to a court or administrative order. We may also disclose PHI about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request and obtain your written authorization or to obtain an order protecting the information requested.

Coroners, Medical Examiners and Funeral Directors.

We may release PHI to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death.

Organ / Tissue Donation.

We may use or disclose your PHI for cadaveric organ, eye, or tissue donation purposes.

Other Uses of Protected Health Information

Other uses and disclosures of PHI not covered by this Notice or otherwise permitted by laws that apply to us will be made only with your written authorization. Your authorization will not be required if Noctrix Health uses or discloses health information for purposes other than as covered by this Notice or permitted by law if Noctrix Health removes any information that individually identifies you before disclosing the remaining information. If you provide us authorization to use or disclose PHI about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose PHI about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the products and services that we provided to you.

Changes to This Notice

We reserve the right to change our information practices and to make the new provisions effective for all PHI we maintain. We also reserve the right to change this Notice at any time. We reserve the right to make the revised or changed Notice effective for PHI we already have about you as well as any information we receive in the future. Should our information practices change, We will notify you and make available a revised Notice of Privacy Practices. We will not use or disclose your health information without your authorization, except as outlined in this Notice. You may request the current version of this Notice by contacting 866-327-3757 or billing@noctrixhealth.com.

Complaints

If you believe your privacy right have been violated, you may file a complaint with us or with the Secretary of the Department of Health and Human Services. To file a complaint with us, you must submit it in writing to Noctrix Health. Please contact 866-327-3757 or billing@noctrixhealth.com to request the current mailing instructions for Noctrix Health.