

Appendix A

REQUIRED TERMS AND CONDITIONS FOR CONTRACTS WITH PREFERRED PHYSICIAN CARE, P.C. D/B/A PREMIER HEALTH PARTNERS & GRIDER SUPPORT SERVICES, LLC

Amended April 20, 2026

1. **Agreement.** By contracting with Preferred Physician Care, P.C. d/b/a Premier Health partners and/or Grider Support Services, LLC (collectively or individually referred to herein as "Client") for purchase of services or products, or by commencement of any services or shipment of any products or otherwise contracting with Client, the contractor, licensor, licensee, lessor, lessee, or any other party to an agreement with Client (the "Contractor"), hereby consents to these terms and conditions (collectively, the "Terms and Conditions"). Client is not bound by, and expressly objects to, any terms or conditions (including, but not limited to, any contained in Contractor's quote or sales order acknowledgement) that conflict with those contained within these Terms and Conditions unless Client expressly agrees to such terms or conditions in writing. In the event of a conflict between the terms of any other agreement or Purchase Order entered into between the parties (including any and all attachments thereto and amendments thereof, collectively the "Underlying Agreement") and the terms of these Terms and Conditions, the terms of these Terms and Conditions shall control.

2. **Personnel.** Contractor agrees to provide personnel who are acceptable to Client and who have adequate education, training and experience in such subspecialties which are necessary to perform the services (the "Professionals"). Client reserves the right to require the removal of any Professional whose practice or services are unacceptable to Client, and Contractor shall promptly provide an acceptable substitute for such removed Professional. Contractor agrees to require each Professional to participate in and comply with Client's rules, regulations, directives, policies and procedures, as amended from time to time.

3. **Independent Contractor Status.** The parties acknowledge and agree that Contractor is an independent contractor of Client, and that neither these Terms and Conditions nor any Underlying Agreement create an employment relationship between Client and Contractor or between Client and any person performing services or by or on behalf of Contractor. None of the provisions of these Terms and Conditions nor any Underlying Agreement shall be construed or be deemed to create a relationship of agency, partnership, joint venture, ownership, control or employment between the parties other than that of independent parties contracting solely for the purpose of effectuating these Terms and Conditions or any Underlying Agreement.

4. **Contractor Representations and Warranties.** Contractor represents and warrants that at all times during the term of these Terms and Conditions or any Underlying Agreement:

4.1 All Professionals shall be employees or subcontractors of Contractor.

4.2 All Professionals are in full compliance with all pertinent Federal and State requirements, including but not limited to, immigration, licensing, certification, health and immunizations status, in order to perform the functions assigned to him or her in connection with Contractor's obligation under this these Terms and Conditions or any Underlying Agreement.

4.3 Contractor is not subject to any legal or contractual impediment which would preclude its performance of these Terms and Conditions or any Underlying Agreement unenforceable.

4.4 Contractor has all due legal authority and capacity and is entitled to enter into this these Terms and Conditions and any Underlying Agreement and is authorized to bind Contractor and Contractor's personnel to the terms and provisions of the Underlying Agreement.

- 4.5 Contractor it is not excluded, debarred, or otherwise determined to be ineligible to participate in any federal or state health care program (collectively "Debarred"), and agrees not to engage, assign, contract with or otherwise use any individual to provide the products whom Contractor knows or should have known, after reasonable inquiry, has been convicted of a criminal offense related to health care or is currently listed by a federal or state agency as Debarred. Contractor shall notify Client immediately if Contractor or any such individual becomes Debarred. Upon Contractor or any such individual becoming Debarred, Client shall have the right to terminate these Terms and Conditions and any Underlying Agreement immediately without any further obligation to Contractor.
- 4.6 Contractor acknowledges and agrees that Client has relied upon the truthfulness and accuracy of the above representations and warranties in entering into any Underlying Agreement with Contractor, and shall continue to rely upon the completeness, truthfulness and accuracy of such representations and warranties throughout the term of any Underlying Agreement.
5. **Payment.** Invoices submitted should be submitted no later than thirty (30) days following the end of the billing period. Client will make payment within sixty (60) days of receipt of invoice, unless Client reasonably disputes some or all of the invoice.
6. **Billing.** In order to receive compensation for services rendered, Contractor agrees to provide complete and accurate billing invoices to Client on a monthly basis. Invoices submitted must contain sufficient information and documentation to support the charges submitted. Documentation may include time sheets, expense vouchers and any other supportive documentation requested by Client.
7. **Product-specific terms.**
- 7.1 Products purchased under these Terms and Conditions and any Underlying Agreement shall be shipped FOB Destination, delivered to the Client site specified on the order. Title and risk of loss shall pass to Client upon completed delivery and acceptance at the specified Client site.
- 7.2 No substitutions, changes in delivery dates or other modifications to the order are allowed without Client's prior written consent. A packing slip or shipping document must be attached to the exterior of each shipping container to identify the order number, contents and quantity, and to indicate partial shipments. Client may reject, and hold or return at Contractor's risk and expense, any products that are defective or do not conform to the specifications on the order (including, but not limited to, quantity). Products delivered (whether paid for or not) are subject to inspection, testing and approval by Client before being deemed accepted by Client.
- 7.3 Time is of the essence. The acceptance of late or defective deliveries shall not be deemed a waiver by Client of its right to cancel the order or to refuse to accept further deliveries.
- 7.4 Contractor shall immediately notify Client of all applicable product safety, withdrawal, and recall information required or voluntarily recommended by the FDA or issued by Contractor.
- 7.5 Contractor warrants that all products shall: (a) conform to the applicable specifications; (b) be merchantable; (c) be suitable for their intended purpose; (d) be new and free from defects in material, design and workmanship; (e) be accurately labeled, contained, packaged and marked, and conform to any statement made on the labeling, containers and packaging; and (f) be free from any claim of any infringement by a third person and Contractor will convey clear title to Client. In the event any products are accompanied by or embedded with software, Contractor warrants that the software does not contain any virus, worm, timer or other instruction of any kind designed to erase data or programming or otherwise cause the software to become inoperable.

7.6 Contractor shall pass through to Client any manufacturer's warranties and indemnities for Products or materials provided under this Agreement. In the event of a breach of any of these warranties, Contractor agrees to repair or re-perform or, at Client's option, refund all payments received for non-conforming products. Inspection, acceptance or payment for products by Client shall not constitute a waiver of warranties.

8. **Term and Termination.** The term of any Underlying Agreement may be extended beyond the initial term upon the mutual agreement of the parties. Any Underlying Agreement shall be subject to termination (1) upon fifteen (15) days' prior written notice in event of breach by Contractor if such breach is not cured within fifteen (15) days following delivery of notice of breach by Client, or (2) without cause at the election of Client upon thirty (30) days' prior written notice. Upon termination, Client shall pay to Contractor compensation earned or a pro-rated version of any amounts owed up to the date of termination in accordance with the compensation fees listed in any Underlying Agreement, unless Client disputes all or some of the amounts due to a claim of breach. In no circumstance shall Client be charged any early termination penalties. Other than as set forth in any Underlying Agreement and except in the event of a breach of these Terms and Conditions or any provisions of any Underlying Agreement, upon the effective date of any termination by either party, the parties shall have no further obligations to each other.

9. **Expense Reimbursement.** Contractor expenses must be approved by Client in advance and will be reimbursed at actual costs. Reimbursement for actual costs for meals and incidental expenses may not exceed the per diem amounts for Buffalo, New York as set by the current GSA schedule ("GSA Limits"). Air travel expenses may include only coach air fare; no charges for seat upgrades or seat preferences will be reimbursed. Hotel rates may not exceed GSA Limits for Buffalo, New York. Receipts for any costs to be reimbursed must be submitted within thirty (30) days of the month incurred.

10. **Insurance.** Contractor, at its own cost and expense, shall procure and maintain (1) commercial general liability in amounts of not less than \$1 million per occurrence, \$2 million aggregate, (2) an umbrella policy of at least \$5 million, and (3) automobile insurance of at least \$1 million per accident. If Contractor shall be receiving any Protected Health Information (as defined within HIPAA), Contractor shall also obtain cyber liability insurance of at least \$5 million per claim. All such policies shall name Client and its officers, employees and agents as additional insureds. Evidence of insurance shall be provided to Client prior to commencement of services under this Agreement.

11. **Indemnification.** Contractor shall be responsible, without limitation, for any liabilities, losses, claims, damages, suits, and expenses whatsoever, including costs of enforcement and reasonable attorney's fees, caused to Client by Contractor's actions or inactions under any Underlying Agreement. Contractor shall further defend, indemnify and hold harmless Client and its officers, directors, employees, agents, affiliates, successors and assigns from and against all liabilities, losses, claims, damages, actions, suits, and expenses, including reasonable attorneys' fees, asserted against Client to the extent attributable to or caused by any act, failure to act, product liability, breach of contract or warranty by Contractor or any of its employees or subcontractors, or an allegation that services or products provided by Contractor, whether individually or in combination with any other work, infringe upon, violate, or misappropriate any third party's patent, trademark, copyright, proprietary, and/or any other intellectual property rights. Contractor shall bear its own costs and expenses, including but not limited to losses, claims, and damages, related to IT systems, electronic records, and cyber security. Contractor may not make a claim against Client for any costs or damages, including but not limited to lost profits, consulting fees, or equipment costs, resulting from a cyber security incident. Contractor and Client each agree to notify the other promptly in writing of any incident which may result in a claim pursuant to this Agreement.

12. **Governing Law.** These Terms and Conditions and any Underlying Agreement shall be governed by the laws of the State of New York without regards to conflicts of law provisions.

13. **Arbitration.** Any dispute, controversy, claim or difference arising out of or relating to any Underlying Agreement or these Terms and Conditions' application or interpretation, shall be resolved by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association then

prevailing. Any arbitration hearing shall be held in Buffalo, New York. The provisions of this paragraph are not intended by the parties to limit the right of the parties to seek injunctive relief in a court of competent jurisdiction as a result of any alleged breach of any Underlying Agreement or these Terms and Conditions.

14. **Service of Process.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon Client's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify Client, in writing, of each and every change of address to which service of process can be made. Service by Client to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond. A copy of all notices to Client shall be provided to: Premier Health Partners / Grider Support Services, Office of General Counsel, 462 Grider Street, Buffalo, New York 14215.

15. **Non-Assignment.** Contractor may not assign, transfer, convey, sublet or otherwise dispose of any Underlying Agreement, or Contractor's right, title, or interest in any Underlying Agreement, or Contractor's power to execute any Underlying Agreement, to any other person or corporation without Client's prior written consent.

16. **Physical Examinations, Background Checks, Screenings, Immunizations.**

16.1 While on Client property, each Professional shall:

16.1.1 Abide by all applicable Client rules, regulations, policies and procedures that are posted on Client property or otherwise made known to Contractor;

16.1.2 Have the following immunizations: (i) PPD (Mantoux) skin test for tuberculosis performed within one year, and a chest x-ray if positive; (ii) Td (Tetanus-diphtheria) booster within ten years; and (iii) proof of immunity against measles (Rubella), German measles (Rubella), Chicken Pox (Varicella). Each Professional shall also have the influenza vaccine for the applicable flu season, or shall otherwise comply with Department of Health requirements with respect to influenza vaccination, including wearing a mask during flu season while on site at Client; and

16.1.3 Comply with all Client policies regarding COVID-19 prevention, including use of PPE as required by Client and, if available and deemed necessary by Client, obtaining a COVID-19 vaccination.

16.2 Where Contractor will be regularly performing services within the clinical or patient areas of Client, Contractor shall:

16.2.1 Ensure each Professional has taken a physical examination prior to performing services, which shall give evidence of good physical and mental health;

16.2.2 Provide Client, upon request, with a physician's statement that the Professional is free of any health impairment which may pose a risk of illness or injury to Client patients;

16.2.3 At its sole cost and expense, perform a criminal background check (a "Check") on all Professionals. Contractor shall disclose to Client if any Check reveals findings of misdemeanor and/or felony convictions. In such event, Client reserves the right to decline the assignment of any such Professional.

16.2.4 Ensure each Professional has undergone a drug screen with negative results prior to employment with Contractor.

17. **Compliance with Health Laws.**

- 17.1 Contractor must comply with all applicable laws, rules or regulations, including, but not limited to, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (the "Stark Law"), 42 U.S.C 1320a-7b, and regulations promulgated thereunder (the "Anti-kickback Law"), and the Health Insurance Portability and Accountability Act and its regulations ("HIPAA") (collectively, the "Applicable Laws").
- 17.2 To the extent any Protected Health Information (as defined by HIPAA) is exchanged between the parties, Contractor agrees to comply with all applicable HIPAA provisions and the requirements of any regulations promulgated there under, and simultaneous with any agreement to also enter into Client's standard business associate agreement.
- 17.3 In the event any Applicable Laws or any interpretation thereof, at any time during the term of this Agreement, is modified, implemented or determined to prohibit, materially restrict or in any way materially change the material provisions under this Agreement, then the parties shall negotiate in good faith to amend this Agreement to conform to the changed requirements, and if they cannot promptly agree, this Agreement shall be terminated.

18. **Records.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under any Underlying Agreement (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. Client and its representatives shall be provided with copies of such Records, or access to such Records, for the purposes of inspection, auditing and copying. Each party shall provide prompt and reasonable cooperation to the other in responding to any proper regulatory or audit request for Records from a governmental entity with authority over the affairs of either party.

19. **SOC2 Report.** If Contractor hosts, accesses, or receives any data from Client, Contractor shall arrange for and provide to Client a copy of Contractor's current Service Organization Control (SOC) 2 Type II report or a report prepared in accordance with any similar or successor standard ("SOC2 Type II Report") covering Contractor's security procedures. No more than once every twelve (12) months at Client's reasonable advance written request, Contractor will provide Client with a copy of the most recent SOC2 Type II Report.

20. **Confidentiality.** The parties agree that the terms of any Underlying Agreement are confidential and may not be disclosed, in whole or in part, to any third party, except in the following instances: (i) to each party's attorneys and professional advisors who have a need to know, provided that such attorneys and advisors also agree to be bound by this confidentiality and non-disclosure provision; (ii) pursuant to a judicial subpoena or proper regulatory request for information from a governmental entity with authority over the affairs of any of the parties to any Underlying Agreement, or when such disclosure is otherwise necessitated by public disclosure laws governing the affairs of such parties; or (iii) to the extent reasonably required by any party to perform, compel performance, or enforce any provision of any Underlying Agreement or these Terms and Conditions. Nothing contained herein shall diminish, or in any way adversely affect, Client's right to discovery in any pending or future litigation.

The parties further agree that all information which Contractor presently has or which may come into Contractor's possession during the term of any Underlying Agreement relative to the business activities of Client which is of a secret or confidential nature is and shall remain the property of Client. Contractor shall not, during the rendering of services or thereafter, disclose to others or use for the benefit of others or itself any such information so long as such information is treated as secret or confidential by Client.

21. **No Waiver of Rights.** No failure or delay (in whole or in part) on the part of either party hereto to exercise any right or remedy hereunder shall impair its ability to later exercise any such right or remedy, operate as a waiver thereof, or affect any other rights or remedies that may be available under the law or in equity, except to the extent it causes actual prejudice to the other party. No waiver by either party

of any covenant, condition, term or provision of any Underlying Agreement shall be deemed to have been made by that party unless such waiver is in writing and signed by an authorized representative of the party.

22. **No Third Party Rights.** Nothing in these Terms and Conditions or any Underlying Agreement shall be construed or deemed to create any right in any person or entity not a party to any Underlying Agreement, except any permitted successors and assigns, and these Terms and Conditions and any Underlying Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party, including without limitation any employee, representative or agent of Contractor or Client.

23. **Severability.** If any section or portion of these Terms and Conditions or any Underlying Agreement shall be determined to be invalid or unenforceable: (a) such determination shall not affect the enforceability or validity of the remainder of these Terms and Conditions or any Underlying Agreement that reasonably can be given effect apart from the invalid part; (b) the Parties shall negotiate as similar a provision as would be lawful and nevertheless acceptable to both Parties; and (c) if the effect of such ruling of invalidity and inability to agree upon a substitute provision is to deprive a party of material benefits hereunder, then either party may terminate these Terms and Conditions and/or any Underlying Agreement upon ten (10) days prior written notice to the other party.

24. **Survivability.** The obligations specified in Sections 5 (Payment), 10 (Insurance), 11 (Indemnification), 12 (Governing Law), 13 (Arbitration), 17 (Compliance with Health Laws), 18 (Records), 20 (Confidentiality), and 21 (No Waiver of Rights) shall survive any termination or expiration of these Terms and Conditions or any Underlying Agreement.