IN THE SUPERIOR COURT OF FULTON COUNTY

STATE OF GEORGIA

HEALTH CONNECT LIFE SCIENCES, LLC,
and JEREMY SMITH

Plaintiffs,

v. **Civil Action File No.** 25CV012248

NANOFIBER SOLUTIONS, LLC,
ATREON ORTHOPEDICS, LLC,
RENOVODERM, LLC,
RONALD BRACKEN,

Defendants.

COMPLAINT

I. JURISDICTION AND VENUE

1. This Court has subject matter jurisdiction over this action pursuant to the Constitution and laws of the State of Georgia because Plaintiffs assert state law claims for fraud, breach of contract, breach of fiduciary duty, tortious interference, defamation, and civil conspiracy.

2. Venue is proper in Fulton County, Georgia under O.C.G.A. § 9-10-30 because Defendants transact business within this County, the causes of action arose in substantial part within this County, and injury to Plaintiffs occurred here.

3. Plaintiff Health Connect Life Sciences, LLC is a Georgia limited liability company with its principal place of business in Fulton County, Georgia.

4. Plaintiff Jeremy Smith is a resident of South Carolina, and the founder and principal of Health Connect Life Sciences, LLC.

5. Defendant Atreon Orthopedics, LLC is a Delaware limited liability company with its principal place of business in Franklin County, Ohio, and regularly conducts business in Georgia, including within Fulton County. Atreon may be served through its registered agent in Delaware.

6. Defendant Nanofiber Solutions, LLC is a Delaware limited liability company with its registered office and principal place of business in Franklin County, Ohio. Nanofiber is the parent company of Atreon and conducts business in Georgia, including within Fulton County. Nanofiber may be served through its registered agent in Delaware.

7. Defendant Renovoderm, LLC is a Delaware limited liability company with its registered office and principal place of business in Franklin County, Ohio. Renovoderm is a sister company to Atreon and conducts business in Georgia, including within Fulton County. Renovoderm may be served through its registered agent in Delaware.

8. Defendant Ronald Bracken is a resident of Walton County, Georgia and, upon information and belief, is the owner, manager, and controlling officer of Atreon. Bracken has transacted business in Georgia personally and through Atreon, Nanofiber, and Renovoderm, including within Fulton County. He may be served at his residence.

II. FACTUAL BACKGROUND

A. The Players

9. Plaintiff Jeremy Smith is the founder and principal of Health Connect Life Sciences, LLC ("Health Connect"), a Georgia limited liability company formed in 2025, engaged in the distribution of surgical and medical device products.

10. Defendant Atreon Orthopedics, LLC ("Atreon") is a medical device manufacturer specializing in musculoskeletal and soft tissue treatment products. Atreon is a Delaware company with its principal place of business in Franklin County, Ohio.

11. Defendant Renovoderm, LLC ("Renovoderm") is a sister company of Atreon. Renovoderm is a Delaware company with its registered office and principal place of business in Franklin County, Ohio.

12. Defendant Nanofiber Solutions, LLC ("Nanofiber") is the parent company of Atreon and Renovoderm. Nanofiber is a Delaware company with its registered office and principal place of business in Franklin County, Ohio.

13. Defendant Ronald Bracken ("Bracken") is the owner and controlling officer of Atreon.

14. Non-defendant co-conspirator Benjamin Chandler ("Chandler") is the owner and principal of non-defendant co-conspirator Surgical Evolution, LLC ("Surgical Evolution"), a Georgia limited liability company engaged in distribution of medical products, including Renovoderm's products.

15. In 2020, Health Connect and Surgical Evolution entered into a de facto partnership to sell products jointly.

16. As part of the de facto partnership, Smith and Chandler agreed to divide responsibilities and profits while both companies gained access to each other's product lines.

17. The partners agreed on certain terms including that while they could access and sell product lines contract with the other, this would be done as sub-distribution, and the contracts and benefits attached to them would remain with the originating company.

18. The partners also agreed that they would not compete with one another and would not sell directly competing product lines.

19. Smith and Health Connect began distributing Atreon products in 2020 without a written agreement.

20. The de facto partnership between Smith and Chandler allowed Surgical Evolution access to Atreon's products through Health Connect.

21. Similarly in 2020, Chandler began distributing products for Renovoderm, allowing Smith and Health Connect access to these products.

22. In 2022, Atreon sent Smith a draft distribution agreement, but the draft was never executed by Smith or Atreon.

23. However, Atreon and Smith did agree to a price increase for orders placed from Atreon.

24. Atreon continued to supply products to Health Connect despite the absence of any sort of signed agreement until January 1, 2025.

B. The Distribution Agreement

25. On January 1, 2025, Bracken induced Smith to sign a document titled *Amended and Restated Distribution Agreement* (the "Distribution Agreement"). A true and correct copy of the Distribution Agreement is attached as **Exhibit A**.

26. The Distribution Agreement falsely recited that a prior written agreement had been signed in 2022 and that this *Amended and Restated Distribution Agreement* was merely superseding it.

27. In truth, no such prior agreement had ever been executed.

28. At the time the Amended Distribution Agreement was entered into, Smith questioned the need for an amended and restated agreement in light of the long-term and successful relationship between Smith and Atreon.

29. Bracken assured Smith that the Amended Distribution Agreement was only needed to appease investors and potential purchasers of Atreon.

30. This seemed plausible because Atreon was, during this same period, in the process of conducting a capital raise to secure additional investor funds with the goal of expanding and ultimately selling the company and its intellectual property to a larger medical device provider such as Johnson & Johnson.

31. However, the need to appease investors was not, as Smith would later realize, Bracken's motivation for this sudden change.

32. Bracken further assured Smith that the agreement would not substantially alter the actual conduct of Atreon's business with Smith. These assurances, like the alleged reasons the agreement was suddenly necessary, were patently false.

33. The Distribution Agreement materially changed the relationship between Atreon and Health Connect.

34. The Distribution Agreement imposed higher product prices on Smith and Health Connect for orders placed from Atreon, expanded termination rights, including provisions for termination for cause, contained a non-compete clause against Smith, which had never been part of the prior dealings.

35. The Distribution Agreement also imposed a requirement for Health Connect to provide a business expansion plan.

36. When Smith inquired about the need for a business expansion plan, Bracken again assured Smith that this needed to appear in the agreement for optics, but no actual plan needed to be presented because of Smith's long history of sales with Atreon.

37. Despite his reservations, Smith entered into the Distribution Agreement, in reliance on Bracken's promises that nothing substantial would change, and the inclusion of a "lost profits" under which Atreon agreed to pay Smith lost profits for his distributorship in the event that Atreon was sold, and he was terminated by the new purchasers.

C. Partnership Problems

38. Despite a multi-year history of working together, the relationship between Smith and Chandler began to deteriorate.

39. Unbeknownst to Smith, almost from the beginning of their work together, Chandler had engaged in prohibited "side deals" with medical providers which were directly competitive with and adverse to Smith and Health Connect.

40. Upon information and belief, Chandler misled providers and clients regarding the source of the product to facilitate his side deals.

41. As the extent of Chandler's breaches became apparent, Smith terminated the partnership with Chandler.

42. Following termination of the partnership, disputes arose between Smith and Chandler regarding client accounts and revenues.

43. Bracken encouraged Smith to enter the settlement with Chandler, knowing that it would financially weaken Smith and increase Smith's dependence on Atreon's products.

44. Chandler fraudulently promised he would not compete with Smith, solicit Health Connect clients, or attempt to take over its contracts. These promises were knowingly false.

45. Because he was facing pressure from Bracken and, in reliance on promises from Chander, Smith entered into a written Settlement Agreement (the "Settlement Agreement") with Chandler on June 27, 2025. A true and correct copy of that settlement agreement is attached as **Exhibit B**.

46. But for the pressure from Bracken and the false promises from Chandler, Smith would not have entered into the Settlement Agreement.

D. The Other Shoe Drops

47. On July 7, 2025, less than 10 days after the Settlement Agreement with Chandler was signed, Atreon issued a for-cause termination letter (the "First Termination Letter") to Smith. A true and correct copy is attached as **Exhibit C**.

48. The First Termination Letter alleged that Smith failed to provide a business expansion plan by February 28, 2025, as required in the Distribution Agreement and that Smith failed to expand sales outside of the Atlanta area.

49. Both allegations were true, but neither were cause for termination.

50. Smith had in fact provided a business plan to Atreon on March 31, 2025, during a more than hour long Zoom presentation.

51. This meeting was memorialized in a series of emails between Smith, Chandler, and members of Atreon. A true and correct copy of this exchange is attached as **Exhibit D**.

52. Smith had also expanded sales of Atreon's products from 2020 to 2025 – earning recognition as Atreon's top performing distributor in the country.

53. Not only did Atreon's supposed rationale for terminating Health Connect's distributorship make absolutely no sense, Atreon failed to follow the terms of the Distribution Agreement in its supposed termination.

54. Atreon did not provide Smith with any written notice of breach prior to issuing the First Termination Letter as required under Section 9.1(c) of the Distribution Agreement.

55. Atreon also did not provide Smith with the thirty-day contractual cure period required under Section 9.1(c) of the Distribution Agreement.

56. Smith was shocked to receive the First Termination Letter but hoped it had been sent in error and would be withdrawn.

57. On July 8, 2025, the day after the termination letter, Smith placed a new order for Atreon's Rotium product.

58. Atreon fulfilled the July 8, 2025, order without objection.

59. The July 8 order and its acceptance were memorialized in an email exchange between Smith and Atreon. A true and correct copy of that email exchange is attached as **Exhibit E**.

60. The fact that Atreon fulfilled the July 8 order demonstrates that the *termination* via the First Termination Letter was not genuine.

61. On July 11, 2025, to address the confusing state of things, Smith set a meeting with Bracken and Atreon's Vice President of Sales in Nashville, Tennessee at a trade show.

62. At that meeting, Smith objected to the unjustified termination and stated he intended to sue if the termination was not withdrawn.

63. Bracken admitted during the meeting that his intent after termination was to go directly to Smith's clients and sell products to them to increase Atreon's profit margin.

64. Bracken told Smith he would withdraw the for-cause termination and instead terminate the relationship without cause, provide a 90-day wrap-up, and refuse to ship additional products to Health Connect, relying on the terms of the Distribution Agreement to do so.

65. Smith then explained that he would still sue if termination was not withdrawn and a new agreement limiting Atreon's ability to terminate without cause or notice, and ability to refuse to ship product to Health Connect without justification was executed.

66. Bracken left the meeting with a copy of a new agreement that had been provided to him for review.

67. Later the same day, Bracken called Smith to Atreon's trade show booth.

68. At the booth, Bracken admitted that he never truly intended to terminate Smith's agreement.

69. Bracken described his actions and the First Termination Letter as a "Trump Move," which he explained meant that the termination was a negotiating tactic to extract better terms from Smith.

70. Bracken promised to withdraw the termination and negotiate a new distribution agreement with Smith.

71. These assurances were memorialized in an email exchange (the "Withdrawal Emails") between Bracken, Smith, and Smith's counsel. A true and correct copy of Withdrawal Emails is attached as **Exhibit F**.

72. In a phone call following the email exchange, Bracken told Smith that the termination had already been withdrawn and that on the following Monday, Bracken and counsel would begin negotiations with Smith and his counsel to reach terms for the new agreement.

73. Atreon's counsel did reach out to Smith's counsel via email the following week, but once again Bracken had lied to Smith.

74. Atreon's counsel confirmed that the termination had been withdrawn but despite Bracken's written and oral promises, Atreon would only negotiate a settlement, not a new distribution agreement. However, during the pendency of negotiations Health Connect would have any orders placed filled by Atreon. A true and correct copy of this email exchange (the "Broken Deal Emails") is attached as **Exhibit G**.

75. Relying on the representations made by Bracken and Atreon's counsel in the Broken Deal Emails, Smith placed another order with Atreon on August 12, 2025, for 600 units of Rotium.

76. Atreon's sales representative confirmed receipt of the August 12 order and told Smith that it would be filled and shipped.

77. Smith's exchange with Atreon regarding the August 12 order was memorialized in a series of emails (the "August Order Emails") a true and correct copy of which is attached as **Exhibit H**.

78. Despite the confirmation and assurances, on August 15, in an email from its counsel (the "Refusal Email") Atreon again broke its promises and refused to fulfill the August 12 order, claiming, among other reasons, that Smith couldn't afford to pay for the order. A true and correct copy of the Refusal Email is attached as **Exhibit I**.

79. In the refusal email Atreon claimed that it lacked the supply to fulfill the August 12 order.

80. Atreon also claimed that it had other obligations preventing fulfillment of the August 12 order.

81. Upon information and belief, both claims were false.

82. The refusal to fulfill the August 12 order was merely a pretext to keep Smith from having a large enough quantity of product to weather further negotiations with Atreon.

83. Attached to the Refusal Email was a second for-cause termination letter to Smith (the Second Termination Letter"). A true and correct copy of the Second Termination Letter is attached as **Exhibit J**.

84. The Second Termination Letter again alleged that Smith failed to expand sales or provide a business expansion plan, allegations which remained false despite their restatement.

85. The Second Termination Letter also alleged that Smith disparaged Atreon to surgeons and customers.

86. Additionally, the Second Termination Letter alleged that Smith failed to report the departure of Chandler and related sales staff – despite Bracken's direct involvement in pressuring Smith to settle his disputes with Chandler via the Settlement Agreement.

87. The Second Termination letter further alleged that Smith promoted off-label uses of Atreon's products, despite citing no evidence or examples of this alleged promotion.

88. Each of the allegations in the Second Termination letter was materially false.

89. Once again Atreon terminated without valid reason andfailed to abide by the termination procedures in the Distribution Agreement.

90. Atreon did not provide Smith with written notice of the alleged breaches before issuing the Second Termination Letter, or provide Smith with the thirty-day contractual cure period required under the Distribution Agreement.

91. Given Bracken's prior "Trump Move," Smith responded to this second baseless termination by providing proof of funds to demonstrate Health Connect's ability to purchase the products in the August 12 order. A true and correct copy of this proof of funds letter is attached as **Exhibit K**.

92. Health Connect further offered to pre-pay for orders in full to address any financial concerns raised by Atreon.

93. Health Connect also agreed to accept less than the ordered 600 units, asking that Atreon provided whatever readily available quantity it could ship.

94. Despite financial guarantees and Health Connect's willingness to accept a smaller shipment quantity, Atreon refused to withdraw the Second Termination Letter.

95. Atreon's refusal to withdraw the Second Termination Letter, combined with its history of bad faith actions, left Smith with no choice but to file this suit.

E. Smith as Investor

96. In addition to his role and relationship with Atreon as a distributor, Jeremy Smith is also a significant shareholder in Atreon, having invested a quarter million dollars ($250,000.00) in the company.

97. Smith invested in Atreon through three subscription agreements beginning in 2022.

98. On October 6, 2022, Smith executed his first subscription agreement to purchase 5,361 shares of Atreon for $100,000. A true and correct copy of the first subscription agreement is attached as **Exhibit L**.

99. On April 11, 2023, Smith executed his second subscription agreement to purchase additional shares in Atreon, investing another $100,000 for an additional 5,361 shares. A true and correct copy of the second subscription agreement is attached as **Exhibit M**

100. On May 6, 2023, Smith executed his third subscription agreement to purchase additional shares in Atreon, buying another 2,816 shares for $50,000. A true and correct copy of the third subscription agreement is attached as **Exhibit N**.

101. Atreon's term sheets and subscription packages accompanying these agreements contained representations about Atreon's valuation and prospects.

102. These documents failed to disclose that in July of 2020, prior to any of Smith's investments Atreon, Renovoderm, and Nanofober had been sued for patent infringement by competitor Acera.

103. The Acera litigation was ongoing during each of Smith's subscription agreement purchases and was never disclosed to current or potential investors.

104. Beginning in June of 2023, prior to Smith's final subscription purchase, Atreon and Renovoderm were engaged in significant settlement discussions with Acera.

105. In September of 2023, again prior to Smith's final subscription purchase, Atreon settled the Acera litigation, agreeing to pay a substantial settlement to its rival.

106. The existence of the Acera litigation and its settlement were never disclosed to Smith in connection with his investments.

107. Had Smith been aware of such significant litigation, especially one which went directly to the heart of Atreon's value (its intellectual property), Smith would never have invested.

108. Moreover, had Smith known that Atreon was settling the claim, thus obligating the company to pay a substantial cost to a competitor, Smith would not have made his third subscription purchase.

109. Not only did Atreon take advantage of Smith by deceiving him about the value of the company and its shares, but following his termination as a distributor Atreon took punitive action against him as a shareholder.

110. Atreon attempted to force Smith to resell his shares back to Atreon at his original purchase price despite ongoing fundraising at higher valuations. These higher existing valuations are detailed in a 2024 subscription solicitation attached as **Exhibit O**.

F. The Scheme

111. Upon information and belief, Defendants Atreon, Nanofiber, Renovoderm, and Bracken engaged in a calculated scheme to artificially inflate Atreon's valuation for the purpose of attracting new investor capital and positioning the company for sale to a large medical device provider.

112. Legitimate means of increasing Atreon's value were utilized and included expanding sales and securing new investment, however these methods were insufficient to meet the co-conspirators' aims.

113. The Defendants also pursued illegitimate means—namely, manipulating and exploiting Atreon's distributors to maximize profit margins and eliminate distribution partners, including Plaintiff Smith and Health Connect.

114. From 2020 to 2022, Smith distributed Atreon's products without any written agreement of any kind. In 2022, Atreon circulated a draft written agreement but never executed it with Smith. Despite the lack of a signed contract, Atreon continued doing business with Health Connect until 2025 when the lack of a signed agreement suddenly became an issue for Bracken.

115. The absence of a signed agreement meant Atreon could not terminate Smith "for cause," enforce any non-compete provisions, or require production of business expansion plans. To execute their scheme and takeover Smith's business, Bracken and Atreon needed a signed contract.

116. In 2025, Bracken induced Smith to sign the so-called "*Amended and Restated Distribution Agreement*." In reality, this was not an amendment or restatement of any

prior contract, but a wholly new agreement. It contained knowingly and intentionally false statements, including the false representation that an agreement had been signed in 2022.

117. The Distribution Agreement was necessary to Atreon's scheme because it provided Atreon with rights it never previously had—most importantly, the ability to terminate "for cause," to enforce non-compete provisions, and to demand business expansion plans.

118. As part of the plan to implement the Distribution Agreement, Atreon further enticed Smith with a promise of "exclusive" distribution rights in Georgia and lost profits in the event of Atreon's sale. This inducement persuaded Smith to accept paying a higher price for Atreon's products and binding himself to more restrictive terms.

119. In reality, this exclusivity was a ploy: Atreon intended to cut ties with Smith, thereby reaping the benefits of a higher sales price without giving Smith the value of exclusivity. Further, the exclusivity arrangement consolidated all Georgia business under Smith, meaning Atreon could seize the entire market by eliminating a single distributor or shifting the entire market to itself as the direct supplier, or to a a new distribution partner.

120. Similarly, the lost profit agreement was a straw man: at the time the document was proposed and executed, Bracken knew he intended to terminate Smith, and Atreon would never actually face having to make such a payment to Smith.

121. The requirement for a territorial expansion plan further revealed the scheme. Atreon intended to have Smith create the roadmap for expansion, only to terminate him and use the plan for itself. Despite having provided such a plan on the March 31 Zoom meeting, Atreon needs something more fully documented to be able to execute absent Smith's knowledge and expertise. The termination notices and associated emails show that Atreon continued to focus on Smith providing further business plans and expansion information even after termination, confirming this intent.

122. Even with these concessions, Atreon remained dissatisfied and sought to eliminate Smith entirely. Bracken and Atreon intended either to terminate Smith and sell directly

to his clients or to force Smith into yet another renegotiated agreement on terms even more favorable to Atreon.

123. Upon information and belief, both Atreon and Renovoderm have used this same tactic with other distributors across the country—inducing them to sign less profitable agreements and then terminating them to either renegotiate on more favorable terms or to seize their markets directly.

124. As part of this scheme, Atreon intentionally fostered division between Smith and Chandler, despite knowing that Health Connect and Surgical Evolution were in a de facto partnership since 2020. Atreon provided both entities with exclusive agreements, creating inevitable conflict.

125. By encouraging Smith to settle his disputes with Chandler, Atreon knew Smith would be financially weakened by the settlement and more dependent on Atreon's products, leaving him vulnerable to termination and leverage.

126. Atreon's plan contemplated two outcomes: (a) shifting Smith's business to Chandler through Renovoderm or Surgical Evolution on terms more favorable to Atreon, or (b) seizing Smith's business outright by selling directly to Smith's developed clients.

127. Atreon and Renovoderm favored Chandler because of his willingness to agree to Atreon's preferred terms and his close relationships with at least two members of Atreon's executive team.

128. The scheme also included an attempt by Atreon to force Smith to sell back his equity shares in Atreon for the same $250,000 price he paid, despite Atreon's ongoing fundraising indicating that the shares were worth substantially more. Atreon intended to repurchase Smith's shares at a discount and resell them to new investors at a higher price, thereby doubling its gain from the same equity.

129. Atreon further attempted to illicitly increase its value by withholding information or outright lying to current and potential investors. This pattern of behavior included Atreon actively raising capital from Smith and others, while Atreon and Renovoderm were involved in a patent infringement lawsuit with competitor Acera.

130. This deceptive intent and pattern of concealment is further reflected as Atreon and Renovoderm ultimately settled the lawsuit and agreed to pay damages to Acera. However, they failed to disclose either the existence of the lawsuit or its settlement to shareholders, despite their fiduciary duty to do so.

131. Through this course of conduct, Defendants Atreon, Nanofiber, Renovoderm, and Bracken and non-defendant Chandler, orchestrated a deliberate plan to defraud and weaken Smith, misappropriate the value of his distribution rights, and seize or redirect his business in order to inflate Atreon's valuation for investor fundraising and ultimate sale.

III. CAUSES OF ACTION

COUNT I – FRAUD IN THE
(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken)

132. Plaintiffs incorporate by reference paragraphs 1 through 131 of this Complaint as if fully set forth herein.

133. To state a claim for fraud in the inducement under Georgia law, a plaintiff must allege: (a) a false representation made by the defendant; (b) scienter, that is, knowledge of the falsity; (c) intent to induce the plaintiff to act or refrain from acting; (d) justifiable reliance by the plaintiff; and (e) damages proximately caused by such reliance.

134. Defendants Atreon and Bracken knowingly made false representations to Smith and Health Connect in order to induce them to execute the Distribution Agreement. (Ex. A).

135. Specifically, the Distribution Agreement falsely recited that a prior written distribution agreement had been signed in 2022, and that the 2025 agreement was merely an amendment and restatement of that earlier contract. In truth, no such 2022 agreement had ever been executed.

136. This false representation was material, because it gave the 2025 agreement an appearance of continuity and legitimacy, and enabled Atreon to obtain rights—

including termination for cause, a non-compete, and a requirement for business expansion plans—that it had never previously possessed.

137. Bracken and Atreon also falsely represented to Smith that the Distribution Agreement was required merely to "appease investors" and that it would not materially change the relationship between Atreon and Health Connect.

138. These representations were knowingly false when made. In fact, Bracken and Atreon intended the new Distribution Agreement to fundamentally alter the relationship, grant Atreon leverage to terminate Smith, and provide Atreon with the ability to seize or redirect Smith's business.

139. Bracken further assured Smith that the requirement for a business expansion plan was merely for optics and would not be enforced. This was false, as Bracken and Atreon subsequently cited the absence of such a plan as grounds for the First Termination Letter (Ex. C).

140. Bracken and Atreon also promised Smith "exclusive" distribution rights in Georgia and a "lost profits" clause in the event of a sale, knowing these inducements were a ploy. Atreon never intended to honor exclusivity and in fact planned to cut ties with Smith to seize the Georgia market. Atreon likewise never intended to pay lost profits, because Bracken knew he would terminate Smith before any sale occurred.

141. Defendants made these false representations with scienter—that is, with knowledge of their falsity and intent that Smith rely on them. Bracken admitted his intent at the July 11, 2025 trade show meeting, describing the termination and negotiations as a "Trump Move" designed to extract concessions from Smith.

142. Smith reasonably relied upon these representations in entering into the Distribution Agreement. Smith had a longstanding and successful history of distributing Atreon's products, and he accepted Bracken's assurances that the Agreement would not materially alter their dealings.

143. But for these false representations, Smith would not have executed the Distribution Agreement on January 1, 2025.

144. As a direct and proximate result of his reliance, Smith and Health Connect suffered damages, including but not limited to: payment of higher prices for Atreon products; loss of contractual and business rights under the Agreement; loss of customer goodwill; lost profits from terminated or disrupted sales; and costs associated with reliance on false promises of exclusivity and lost-profit protection.

145. Defendants' fraudulent inducement of Smith and Health Connect was willful and malicious. Plaintiffs are therefore entitled not only to compensatory damages, but also to punitive damages and attorneys' fees.

COUNT II – BREACH OF CONTRACT
(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken- Initial Termination)

146. Plaintiffs incorporate by reference paragraphs 1 through 145 of this Complaint as if fully set forth herein.

147. Plaintiff alleges breach of the Distribution Agreement in the alternative to Count I, assuming arguendo that the contract is valid.

148. Under Georgia law, the essential elements of a claim for breach of contract are: (a) the existence of a valid contract; (b) breach of the contract's terms by the defendant; and (c) resulting damages to the plaintiff.

149. On January 1, 2025, Plaintiffs and Atreon entered into the Amended and Restated Distribution Agreement (the "Distribution Agreement") (Ex. A).

150. If there was in fact, no Fraud in the Inducement, then The Distribution Agreement constituted a valid, binding, and enforceable contract, supported by consideration, between Atreon and Plaintiffs.

151. The Distribution Agreement required that, before any termination for cause, Atreon provide written notice of the alleged breach and afford Plaintiffs a thirty (30) day opportunity to cure. (Ex. A, § 9.1(c)).

152. On July 7, 2025, Bracken, acting on behalf of Atreon, issued a Termination for Cause letter to Smith and Health Connect (the "First Termination Letter") (Ex. C).

153. The First Termination Letter alleged two grounds: (a) failure to provide a business expansion plan by February 28, 2025; and (b) failure to expand sales beyond Atlanta.

154. Both of these alleged breaches were unfounded. Smith was under no obligation to provide a business expansion plan under any prior agreement, and under the 2025 Agreement he was required only to use "commercially reasonable efforts" to expand sales—which he did, including through Northside Hospital and other providers.

155. Moreover, Atreon's assertion that the growth of sales to Northside Hospital and other providers was not "expansion" because it was sold in a similar geographic area is either a blatant misrepresentation of or a total ignorance to the nature of its own business, as providers at Northside and other Atlanta client represent an expansion of end users far beyond Atlanta, as these products are intended for use by specialist providers to which end users travel from across Georgia and from other states.

156. Even if the alleged breaches had occurred, Atreon failed to comply with the notice-and-cure provision in § 9.1(c) of the Distribution Agreement. Atreon provided no prior written notice and gave no opportunity to cure before declaring termination.

157. By issuing the First Termination Letter without contractual justification and without observing the notice-and-cure process, Atreon materially breached the Distribution Agreement.

158. Bracken personally directed and participated in this breach, acting with the intent to deprive Smith of his distribution rights and to seize his customer base.

159. As a direct and proximate result of Atreon's breach, Plaintiffs sustained damages, including but not limited to: disruption of business operations; lost profits from impaired and terminated sales; damage to client relationships; and loss of goodwill.

160. Atreon's breach was intentional, wrongful, and in bad faith, entitling Plaintiffs not only to compensatory damages, but also to attorneys' fees pursuant to O.C.G.A. § 13-6-11.

COUNT III – BREACH OF CONTRACT

(Against Defendant Atreon Orthopedics, LLC – Failure to Fulfill August 12 Order)

161. Plaintiffs incorporate by reference paragraphs 1 through 160 of this Complaint as if fully set forth herein.

162. Plaintiff alleges breach of the Distribution Agreement in the alternative to Count I, assuming arguendo that the contract is valid.

163. Under Georgia law, the elements of a claim for breach of contract are: (a) the existence of a valid and binding contract; (b) breach of the contract by the defendant; and (c) resulting damages to the plaintiff.

164. If there was in fact, no Fraud in the Inducement, then The Distribution Agreement constituted a valid, binding, and enforceable contract, supported by consideration, between Atreon and Plaintiffs. (Ex. A)

165. Under the Distribution Agreement, Atreon was required to sell and deliver its products to Health Connect for distribution in Georgia pursuant to the contract's terms.

166. On August 12, 2025, Health Connect placed a valid order for 600 units of Rotium with Atreon (the "August 12 Order"). (Ex. F).

167. Atreon's sales representative acknowledged receipt of the August 12 Order, confirmed the product quantity, and affirmatively assured Health Connect that the order would be placed and shipped. (Ex. F).

168. Plaintiffs performed all obligations required of them under the Distribution Agreement, including submitting the August 12 Order and committing to tendering payment consistent with the agreement.

169. Despite these assurances, Atreon refused to fulfill the August 12 Order.

170. Atreon asserted as pretextual reasons that it lacked supply and had other obligations for its products. Upon information and belief, these assertions were false, as Atreon had stock available and had recently fulfilled other orders, including Health Connect's July 8, 2025 order. (Ex. E).

171. Atreon's refusal to fulfill the August 12 Order constituted a material breach of its obligations under the Distribution Agreement.

172. As a direct and proximate result of Atreon's breach, Plaintiffs suffered damages, including but not limited to: lost profits from the unfilled order, lost business

opportunities with physicians and hospitals awaiting the products, harm to client relationships, and reputational injury to Health Connect as a reliable distributor.

173. Atreon's refusal to fulfill the August 12 Order was willful and in bad faith, entitling Plaintiffs not only to compensatory damages but also to attorneys' fees pursuant to O.C.G.A. § 13-6-11.

COUNT IV – BREACH OF CONTRACT

(Against Defendant Atreon Orthopedics, LLC – Second Termination)

174. Plaintiffs incorporate by reference paragraphs 1 through 173 of this Complaint as if fully set forth herein.

175. Plaintiff alleges breach of the Distribution Agreement in the alternative to Count I, assuming arguendo that the contract is valid.

176. If there was in fact, no Fraud in the Inducement, then The Distribution Agreement constituted a valid, binding, and enforceable contract, supported by consideration, between Atreon and Plaintiffs. (Ex. A)

177. The Distribution Agreement required Atreon to provide written notice of any alleged breach and to allow Plaintiffs thirty (30) days to cure before termination for cause. (Ex. A, § 9.1(c)).

178. On August 15, 2025, Atreon, acting through Bracken, issued the Second Termination Letter (Ex. H).

179. The Second Termination Letter alleged that Plaintiffs had: (a) failed to provide a business expansion plan; (b) failed to expand sales outside of Atlanta; (c) disparaged Atreon to surgeons and customers; (d) failed to report the departure of Chandler and related sales staff; and (e) promoted Atreon products for off-label uses.

180. Each of these allegations was false, pretextual, and unsupported.

181. With respect to the alleged failure to provide a business expansion plan, Bracken had previously assured Smith this requirement was "only for optics." Moreover, Smith had presented a business plan on March 31.

182. Furthermore, Plaintiffs were never provided notice or opportunity to cure, and the alleged failure had already been improperly cited in the July 7, 2025, First Termination Letter then withdrawn then cited again.

183. With respect to alleged failure to expand sales, the Distribution Agreement required only "commercially reasonable efforts," not guaranteed geographic penetration. Plaintiffs satisfied this obligation through efforts at Northside Hospital and other providers. Again, no notice or cure was provided.

184. With respect to alleged disparagement, Plaintiffs never disparaged Atreon or its products. No evidence of disparagement exists, and Atreon provided neither notice nor cure.

185. It is perhaps the case that Atreon confuses disparagement with truthfully explaining its continued pattern of tortious misconduct.

186. With respect to alleged failure to report the departure of Chandler or related staff, Plaintiffs openly discussed Chandler's separation with Atreon and Bracken. Atreon had full knowledge of these developments. Again, no notice or cure was provided.

187. With respect to alleged off-label promotion, Plaintiffs never promoted Atreon's products for off-label use. Atreon presented no evidence of off-label promotion and again provided no notice or cure.

188. Atreon's issuance of the Second Termination Letter without contractual justification, and without adhering to the notice-and-cure requirement of § 9.1(c), constituted a material breach of the Distribution Agreement.

189. Plaintiffs fully performed their obligations under the Distribution Agreement and stood ready, willing, and able to continue doing so.

190. As a direct and proximate result of Atreon's wrongful Second Termination, Plaintiffs suffered damages, including but not limited to: loss of distribution rights, loss of customers and goodwill, lost profits, and reputational harm.

191. Atreon's issuance of the Second Termination Letter was intentional, pretextual, and in bad faith, entitling Plaintiffs not only to compensatory damages but also to attorneys' fees pursuant to O.C.G.A. § 13-6-11.

COUNT V – BREACH OF FIDUCIARY DUTY

(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken – Distributor Relationship)

192. Plaintiffs incorporate by reference paragraphs 1 through 191 of this Complaint as if fully set forth herein.

193. Under Georgia law, a fiduciary duty arises where one party reposes trust and confidence in another who undertakes to act for or on behalf of that party in a matter in which fiduciary obligations are implied by law, equity, or by the nature of the relationship. A fiduciary duty is also implicated where one party has superior knowledge, discretion, or control over critical aspects of the other party's business.

194. As Smith's exclusive supplier of Atreon products in Georgia, and by virtue of the Distribution Agreement (Ex. A) and the long course of dealings since 2020, Atreon and Bracken occupied a position of trust and control over Health Connect's ability to fulfill its obligations to hospitals, surgeons, and medical providers.

195. Plaintiffs reposed trust and confidence in Atreon and Bracken to deal with them fairly, to honor contractual commitments in good faith, to provide required notice and cure opportunities, and to act consistently with the implied covenant of good faith and fair dealing inherent in the Distribution Agreement and Georgia law.

196. Atreon and Bracken breached these fiduciary duties by, among other things:
a. Inducing Plaintiffs into a materially one-sided "Amended and Restated" Distribution Agreement through misrepresentations; b. Issuing the First and Second Termination Letters (Exs. C & H) without contractual justification, notice, or opportunity to cure; c. Refusing to fulfill the August 12, 2025 Order after confirming shipment (Ex. F); d. Exploiting Plaintiffs' reliance on exclusivity provisions as a pretext to later cut Smith out of the Georgia market; and e. Concealing their true intent to seize Smith's customer base directly or shift it to Chandler.

197. These breaches of fiduciary duty were intentional, self-serving, and undertaken in bad faith, for the purpose of harming Health Connect and Jeremy Smith while unjustly enriching Atreon.

198. As a direct and proximate result of these breaches, Plaintiffs suffered damages, including but not limited to: loss of business, lost profits, impairment of client relationships, reputational harm, and other consequential damages.

199. Atreon's and Bracken's breaches of fiduciary duty were willful, wanton, and malicious. Plaintiffs are therefore entitled not only to compensatory damages but also punitive damages and attorneys' fees under O.C.G.A. § 13-6-11.

COUNT VI – TORTIOUS INTERFERENCE WITH CONTRACTUAL AND BUSINESS RELATIONS

(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken – Interference with Relationship Between Smith/Health Connect and Chandler/Surgical Evolution)

200. Plaintiffs incorporate by reference paragraphs 1 through 199 of this Complaint as if fully set forth herein.

201. Under Georgia law, the elements of tortious interference with contractual or business relations are: (a) the existence of a valid contractual or business relationship; (b) knowledge of that relationship on the part of the defendant; (c) intentional and improper interference by the defendant without privilege; and (d) resulting damages to the plaintiff.

202. A valid business and contractual relationship existed between Smith/Health Connect and Benjamin Chandler/Surgical Evolution beginning in 2020. The parties operated in a de facto partnership to jointly sell and distribute medical products and subsequently resolved disputes between them in a written Settlement Agreement executed June 27, 2025. (Ex. B).

203. Defendants Atreon and Bracken were fully aware of the existence of this relationship and its terms. Bracken personally encouraged Smith to settle with Chandler and represented that Health Connect would continue to have exclusive distribution rights with Atreon after the settlement.

204. Despite this knowledge, Atreon and Bracken intentionally and without legal justification interfered with the relationship between Smith/Health Connect and Chandler/Surgical Evolution by: a. Providing and/or promising exclusive distributorships to both Smith and Chandler, knowing the parties operated as partners;

b. Fostering conflict between Smith and Chandler with the purpose of dividing their partnership; c. Exploiting Chandler's personal relationships with Atreon executives to favor Chandler and disadvantage Smith; and d. Issuing pretextual terminations against Smith to weaken his bargaining position and shift Atreon's Georgia business to Chandler or seize it directly.

205. As a direct and proximate result of Defendants' tortious interference, Chandler/Surgical Evolution repudiated obligations owed to Smith/Health Connect under the partnership and settlement, began competing directly against Health Connect, solicited Health Connect's customers, and diverted opportunities away from Plaintiffs.

206. Plaintiffs suffered damages as a result of this interference, including lost profits, lost customers, damage to business reputation, and impairment of goodwill.

207. Atreon's and Bracken's interference was intentional, malicious, and without legal privilege, entitling Plaintiffs not only to compensatory damages but also punitive damages and attorneys' fees pursuant to O.C.G.A. § 13-6-11.

COUNT VII – TORTIOUS INTERFERENCE WITH BUSINESS RELATIONS

(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken – Interference with Smith/Health Connect's Client Relationships)

208. Plaintiffs incorporate by reference paragraphs 1 through 207 of this Complaint as if fully set forth herein.

209. Under Georgia law, the elements of tortious interference with business relations are: (a) the existence of valid business relations and expectancies; (b) knowledge of those relationships by the defendant; (c) intentional and unjustified interference by the defendant; and (d) damages resulting from that interference.

210. Plaintiffs maintained valid and ongoing business relationships and expectancies with physicians, surgeons, and hospital staff throughout Georgia, including but not limited to Northside Hospital. These relationships were critical to Health Connect's business as Atreon's distributor.

211. Defendants Atreon and Bracken had full knowledge of these relationships. Bracken admitted at the July 11, 2025 Nashville trade show meeting that, following termination, his plan was to sell directly to Smith's clients in order to increase Atreon's profit margin.

212. Despite this knowledge, Defendants intentionally and without privilege interfered with Plaintiffs' relationships with their physician and hospital customers by:
a. Issuing pretextual and false termination letters (Exs. C & H) that undermined Health Connect's ability to assure continuity of supply; b. Refusing to ship the August 12, 2025, Order (Ex. F), despite prior confirmation, leaving Health Connect unable to deliver promised products to clients; and c. Communicating and signaling to Smith's customers that Atreon would bypass Health Connect and sell directly, thereby destabilizing Plaintiffs' established relationships.

213. These actions were undertaken by improper means, including fraudulent inducement of the Distribution Agreement, fabricated allegations of breach, and bad-faith refusals to honor confirmed orders.

214. As a direct and proximate result of Defendants' interference, Plaintiffs' customer relationships were impaired, customers were diverted away, Plaintiffs lost profits and opportunities, and their reputation in the medical community suffered serious harm.

215. Defendants' conduct was intentional, malicious, and without legal justification. Plaintiffs are entitled to compensatory damages, punitive damages, and attorneys' fees under O.C.G.A. § 13-6-11.

COUNT VIII – DEFAMATION

(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken)

216. Plaintiffs incorporate by reference paragraphs 1 through 215 of this Complaint as if fully set forth herein.

217. Under Georgia law, a claim for defamation requires: (a) a false and defamatory statement concerning the plaintiff; (b) an unprivileged communication to a third party; (c) fault by the defendant amounting to at least negligence; and (d) special harm or actionability of the statement irrespective of special harm.

218. Beginning in July 2025 and continuing thereafter, Defendants Atreon and Bracken published false statements about Smith and Health Connect to third parties, including physicians, surgeons, and hospital staff with whom Plaintiffs did business.

219. These statements included, but were not limited to, assertions that:

a. Smith failed to meet contractual obligations under the Distribution Agreement;

b. Smith failed to expand sales outside Atlanta;

c. Smith lacked the financial resources to support his distributorship;

d. Smith disparaged Atreon's products to surgeons and customers; and

e. Smith and Health Connect promoted Atreon's products for off-label uses.

220. These statements were false. Smith complied with his contractual obligations, undertook commercially reasonable efforts to expand sales, possessed financial resources and even offered to pre-pay for product orders, never disparaged Atreon, and never engaged in off-label promotion.

221. Defendants knew these statements were false, or acted with reckless disregard for the truth, when they made and published them.

222. These statements were published to third parties—including key physicians and hospital staff—without privilege, and were calculated to damage Plaintiffs' business and reputation in order to justify Defendants' wrongful conduct and to redirect customers.

223. As a direct and proximate result of Defendants' defamatory statements, Plaintiffs suffered harm including injury to reputation, loss of goodwill in the medical community, diversion of customers, and lost profits.

224. Defendants' defamation was intentional, malicious, and undertaken with the specific purpose of injuring Plaintiffs and destroying their distribution business.

225. Plaintiffs are entitled to recover compensatory damages for injury to reputation and economic losses, as well as punitive damages and attorneys' fees under O.C.G.A. § 13-6-11.

COUNT XIII – BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING

(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken)

226. Plaintiffs incorporate by reference paragraphs 1 through 225 of this Complaint as if fully set forth herein.

227. Under Georgia law, every contract carries with it an implied covenant of good faith and fair dealing, which requires that neither party do anything to injure the rights of the other party to receive the benefits of the agreement.

228. If there was in fact, no Fraud in the Inducement, then The Distribution Agreement constituted a valid, binding, and enforceable contract, supported by consideration, between Atreon and Plaintiffs. (Ex. A)

229. The Distribution Agreement imposed obligations on Atreon to supply products to Health Connect for distribution in Georgia, to honor exclusivity provisions, and to terminate only for cause and only after providing written notice and an opportunity to cure.

230. Defendants Atreon and Bracken owed Plaintiffs the duty to exercise any contractual discretion fairly and in good faith, consistent with the reasonable expectations of the parties at the time the contract was made.

231. Defendants breached this implied covenant by engaging in conduct that, while purporting to rely on contract provisions, was in fact undertaken in bad faith and deprived Plaintiffs of the benefit of the bargain.

232. Such conduct included, but was not limited to: a. Issuing the July 7, 2025 and August 15, 2025 termination letters (Exs. C & H) without notice, cure, or valid justification;

b. Refusing to ship the August 12, 2025 order (Ex. F) after confirming it would be shipped, thereby undermining Plaintiffs' customer relationships; c. Misusing the exclusivity provisions by treating them as a trap—first to induce Smith into the Distribution Agreement at higher prices, then to cut him out of the Georgia market; d. Exploiting contract terms in a manner never intended by the parties, including citing expansion-plan provisions as pretext for termination despite Bracken's prior

assurances they would not be enforced; and e. Engaging in a broader scheme to undermine Plaintiffs' rights under the Distribution Agreement in order to divert their business to Atreon or Chandler.

233. Defendants' actions violated the implied covenant of good faith and fair dealing inherent in the Distribution Agreement and in Georgia law.

234. As a direct and proximate result of Defendants' breach, Plaintiffs suffered damages, including lost profits, loss of customer relationships, reputational injury, and other consequential damages.

235. Because Defendants' conduct was intentional, malicious, and in bad faith, Plaintiffs are entitled not only to compensatory damages but also to attorneys' fees under O.C.G.A. § 13-6-11 and punitive damages.

COUNT XIV – PROMISSORY ESTOPPEL AND DETRIMENTAL RELIANCE

(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken)

236. Plaintiffs incorporate by reference paragraphs 1 through 235 of this Complaint as if fully set forth herein.

237. Under Georgia law, a claim for promissory estoppel requires: (a) a promise by the defendant; (b) reliance upon the promise by the plaintiff; (c) the reliance was reasonable; and (d) the reliance caused detriment to the plaintiff such that injustice can be avoided only by enforcement of the promise. O.C.G.A. § 13-3-44(a).

238. Defendants Atreon and Bracken made multiple clear and definite promises to Smith and Health Connect, including but not limited to: a. Representing in late 2024 and early 2025 that Smith's distribution rights in Georgia would be exclusive if he signed the January 1, 2025 Distribution Agreement; b. Assuring Smith that the "Amended and Restated" Agreement would not materially alter their relationship and that requirements such as the business expansion plan would not be enforced; c. Promising at the July 11, 2025 Nashville trade show meeting that Atreon would withdraw the July 7 termination letter and negotiate a new deal with Smith; and d. Confirming to

Smith and Health Connect that the August 12, 2025 order for 600 Rotium units would be placed and shipped.

239. Plaintiffs relied on these promises to their detriment. Smith and Health Connect: a. Executed the Distribution Agreement based on Bracken's assurances of exclusivity and non-enforcement of certain provisions; b. Continued to devote time, money, and resources to building the Georgia market for Atreon's products; c. Refrained from pursuing other distribution partnerships, believing their relationship with Atreon was secure; and d. Committed resources and made commitments to physicians and hospitals in reliance on Atreon's confirmation of the August 12 order.

240. Plaintiffs' reliance was reasonable in light of Bracken's role as Atreon's controlling officer, the parties' history of successful dealings since 2020, and the written and oral assurances given by Defendants.

241. Plaintiffs suffered detriment as a direct and proximate result of this reliance, including but not limited to: lost profits from unfulfilled orders, wasted investments in market development, harm to customer relationships, and reputational damage.

242. Injustice can be avoided only by enforcing Defendants' promises and holding them liable for the damages caused by their false assurances.

243. Plaintiffs are therefore entitled to recover compensatory damages, punitive damages, and attorneys' fees under O.C.G.A. § 13-6-11.

COUNT XV – UNJUST ENRICHMENT / QUANTUM MERUIT
(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken)

244. Plaintiffs incorporate by reference paragraphs 1 through 243 of this Complaint as if fully set forth herein.

245. Under Georgia law, a claim for unjust enrichment or quantum meruit arises when: (a) the plaintiff confers a benefit upon the defendant; (b) the defendant knowingly accepts and retains that benefit; and (c) under the circumstances, it would be unjust for the defendant to retain the benefit without compensating the plaintiff.

246. Since 2020, Smith and Health Connect expended substantial time, resources, and funds developing the Georgia market for Atreon's products.

247. Plaintiffs created goodwill with physicians, surgeons, and hospitals, generated business relationships, and expanded awareness and sales of Atreon's products in Georgia and beyond.

248. Plaintiffs' work directly increased Atreon's revenues, market share, and valuation, and constituted valuable services and benefits conferred upon Atreon and Bracken.

249. Atreon and Bracken knowingly accepted and retained these benefits while encouraging Plaintiffs' efforts and publicly holding Smith out as Atreon's exclusive distributor in Georgia.

250. Atreon and Bracken then sought to cut Plaintiffs out of the market and seize the very benefits and goodwill that Plaintiffs created, by issuing sham terminations, refusing orders, and attempting to sell directly to Plaintiffs' customers.

251. Under these circumstances, it would be unjust to allow Atreon and Bracken to retain the benefits of Plaintiffs' work, including the Georgia distribution network, client relationships, and goodwill, without compensating Plaintiffs for the value of those benefits.

252. Plaintiffs are therefore entitled to recover the reasonable value of their services and benefits conferred, measured by the profits and market value generated for Atreon, together with compensatory damages, punitive damages, and attorneys' fees under O.C.G.A. § 13-6-11.

COUNT XVI – BREACH OF FIDUCIARY DUTY
(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken – Shareholder Disclosure, Acera Litigation)

253. Plaintiffs incorporate by reference paragraphs 1 through 252 of this Complaint as if fully set forth herein.

254. Under Georgia law, officers, directors, and controlling shareholders of a corporation or limited liability company owe fiduciary duties of loyalty, candor, and full

disclosure to minority shareholders, including duties to disclose material facts bearing on the value of their investments.

255. Jeremy Smith became a shareholder of Atreon in 2022 when he executed his first subscription agreement to purchase shares. He subsequently increased his ownership through two additional subscription agreements in 2022 and 2023. (Exs I–K). The cumulative shares and investment amounts are reflected in Atreon's purchase summary. (Ex. L).

256. Atreon and Bracken, as controlling officers and managers of Atreon, owed Smith fiduciary duties of loyalty, candor, and disclosure in connection with these investments.

257. At the time of Smith's investments, Atreon and Renovoderm were actively engaged in patent litigation with a competitor, Acera, concerning Atreon's core intellectual property.

258. This litigation was ongoing during each of Smith's subscription agreements and was later settled with a requirement that Atreon and Renovoderm pay damages to Acera.

259. The Acera litigation and settlement were material facts that directly affected Atreon's valuation, financial condition, and the risks associated with Smith's investments.

260. Atreon and Bracken failed to disclose the existence of the Acera litigation or the subsequent settlement in any of the subscription agreements, term sheets, or the purchase summary provided to Smith. (Exhibits I–L).

261. By concealing this material information, Atreon and Bracken breached their fiduciary duties of candor and disclosure owed to Smith as a shareholder.

262. Had Smith known of the Acera litigation and settlement, he would have reconsidered, reduced, or refused to make additional investments in Atreon, and the fair value of the shares he received would have been materially different.

263. As a direct and proximate result of Atreon's and Bracken's breaches of fiduciary duty, Smith has suffered damages, including diminution in the value of his shares, loss of fair return on his investments, and related financial harm.

264. Atreon's and Bracken's breaches were intentional, willful, and in bad faith. Plaintiffs are entitled to compensatory damages, punitive damages, and attorneys' fees under O.C.G.A. § 13-6-11.

COUNT XVII – BREACH OF FIDUCIARY DUTY
(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken – Investor Harm from Business Disruption)

265. Plaintiffs incorporate by reference paragraphs 1 through 264 of this Complaint as if fully set forth herein.

266. Under Georgia law, controlling members and officers of a corporation or limited liability company owe fiduciary duties to shareholders, including the duty to act in good faith, to preserve corporate assets, and to refrain from self-dealing or actions that needlessly damage the business to the detriment of minority shareholders.

267. Jeremy Smith became a shareholder of Atreon beginning in 2022 with his first subscription agreement and expanded his interest through two subsequent subscription agreements in 2022 and 2023. (Exhibits I–K). His total investments and shares are reflected in the purchase summary. (Exhibit L).

268. As a shareholder, Smith was entitled to the benefit of Atreon's ongoing and profitable operations, including distribution through Health Connect, which provided steady revenues and contributed to Atreon's market value.

269. Atreon and Bracken intentionally disrupted Atreon's distribution business with Health Connect by: a. Issuing the July 7, 2025 and August 15, 2025 sham termination letters (Exs. C & H) without cause, notice, or opportunity to cure; b. Refusing to fulfill the August 12, 2025 order after confirming shipment (Ex. F); c. Misusing exclusivity provisions in the Distribution Agreement as a trap to later seize Health Connect's market; and d. Publicly disparaging Smith and destabilizing Health Connect's customer base, knowing that Health Connect was Atreon's established distributor in Georgia.

270. These actions directly harmed Atreon's revenues, business goodwill, and valuation. By cutting off distribution through Health Connect, Defendants undermined Atreon's ability to generate revenue in its most important market.

271. This disruption was undertaken not for legitimate business purposes, but as part of a scheme to seize Smith's distributorship and consolidate profits for Atreon and Bracken at Smith's expense.

272. In so doing, Atreon and Bracken breached their fiduciary duties owed to Smith as a shareholder, because they intentionally damaged the company's operations and valuation to further their own control and bargaining leverage.

273. As a direct and proximate result of these breaches, Smith has suffered damages as a shareholder, including loss of share value, diminished return on his investment, and impairment of Atreon's corporate goodwill.

274. Atreon's and Bracken's breaches were intentional, malicious, and in bad faith. Plaintiffs are entitled to compensatory damages, punitive damages, and attorneys' fees under O.C.G.A. § 13-6-11.

COUNT XVIII – BREACH OF CONTRACT
(Against Defendants Atreon Orthopedics, LLC and Ronald Bracken – Subscription Agreements)

275. Plaintiffs incorporate by reference paragraphs 1 through 274 of this Complaint as if fully set forth herein.

276. Under Georgia law, the elements of a breach of contract claim are: (a) the existence of a valid contract; (b) breach of the contract by the defendant; and (c) resulting damages to the plaintiff.

277. Jeremy Smith entered into three valid and binding subscription agreements with Atreon in 2022 and 2023 (the "Subscription Agreements"). (Exhibits I–K). The total number of shares purchased and the cumulative investment amounts are reflected in Atreon's purchase summary. (Exhibit L).

278. Each Subscription Agreement required Atreon to make accurate representations and warranties, to disclose material information necessary for informed investment, and to refrain from omissions of material fact.

279. Atreon and Bracken breached the Subscription Agreements by failing to disclose the existence of ongoing patent litigation with Acera, which directly implicated Atreon's core intellectual property and business model.

280. Atreon and Bracken further breached the Subscription Agreements by failing to disclose the settlement of that litigation, including payments made to Acera, despite a fiduciary and contractual duty to provide full and accurate disclosure.

281. Atreon and Bracken also misrepresented or omitted other material facts in the Subscription Agreements and related documents, including overstating Atreon's financial condition, concealing internal conflicts of interest, and presenting false continuity in its distributor agreements (e.g., falsely claiming a prior 2022 distribution agreement existed).

282. These breaches were material and deprived Smith of the benefit of his bargain. Smith's decision to invest additional funds in Atreon through subsequent subscription agreements was made in reliance on the false and incomplete disclosures provided by Atreon and Bracken.

283. As a direct and proximate result of these breaches, Smith has suffered damages, including diminution in the value of his shares, loss of fair return on his investment, and related financial harm.

284. Atreon's and Bracken's breaches of the Subscription Agreements were intentional, willful, and in bad faith. Plaintiffs are entitled to compensatory damages, punitive damages, and attorneys' fees pursuant to O.C.G.A. § 13-6-11.

COUNT XIX – CIVIL CONSPIRACY
(Against All Defendants)

285. Plaintiffs incorporate by reference paragraphs 1 through 284 of this Complaint as if fully set forth herein.

286. Under Georgia law, civil conspiracy is a combination of two or more persons to accomplish an unlawful end, or to accomplish a lawful end by unlawful means. Civil conspiracy is not itself an independent tort, but renders all conspirators jointly and severally liable for the underlying wrongful acts committed in furtherance of the scheme.

287. Defendants Atreon, Nanofiber, and Renovoderm, acting through their common controlling officer, Defendant Ronald Bracken, agreed and acted in concert to pursue a coordinated scheme designed to eliminate Plaintiffs as distributors, to appropriate the goodwill and customer base built by Plaintiffs, and to defraud and oppress Smith as a shareholder.

288. As parent and sister companies, Nanofiber and Renovoderm shared financial interests, management, and control with Atreon. Each participated in and benefited from the wrongful conduct, including inflated valuations during fundraising, elimination of Smith as a distributor, and consolidation of business channels.

289. The conspiracy had dual objectives: a. To eliminate Smith and Health Connect as Atreon's Georgia distributor so Atreon, Nanofiber, and Renovoderm could seize Smith's market and clients directly or shift them to Chandler; and b. To deprive Smith, as a shareholder, of the fair value of his investment and to conceal facts material to his investment decisions, thereby inflating valuations to benefit Defendants.

290. In furtherance of this conspiracy, Defendants committed or caused to be committed numerous overt acts, including but not limited to: a. Fraudulently inducing Smith into the January 1, 2025 "Amended and Restated" Distribution Agreement by misrepresenting it as an amendment of a prior 2022 agreement that never existed; b. Including knowingly false provisions in that Agreement, such as exclusivity promises and expansion requirements, intended as traps to later justify termination; c. Issuing the July 7, 2025 and August 15, 2025 termination letters (Exs. C & H), which contained fabricated grounds for termination and were issued without notice or cure;d. Refusing to ship the August 12, 2025 order after confirming it would be fulfilled (Ex. F); e. Defaming Smith to physicians and hospitals by asserting he lacked resources, disparaged Atreon, and promoted off-label uses, when Defendants knew those statements were false; f. Interfering with Smith's business relationships with Chandler

and Surgical Evolution by fostering conflict and favoring Chandler, knowing Smith and Chandler were partners; g. Interfering with Smith's relationships with physicians and hospitals by signaling that Atreon would bypass Health Connect and sell directly; h. Concealing from Smith the existence and settlement of the Acera litigation, despite fiduciary and contractual duties to disclose, in connection with his subscription agreements (Exs. I–K); and i. Attempting to force Smith to resell his shares at his original investment price while simultaneously raising capital at higher valuations, thereby unjustly enriching Defendants at Smith's expense.

291. Each of these overt acts constituted fraud, breach of fiduciary duty, tortious interference, defamation, or breach of contract. Collectively, they form a single, coordinated scheme to wrongfully eliminate Plaintiffs as distributors, seize the Georgia market, and suppress Smith's rights as an investor.

292. Defendants Atreon, Nanofiber, Renovoderm and Bracken each knowingly participated in and benefited from this conspiracy and are therefore jointly and severally liable for the wrongful acts committed in furtherance thereof.

293. As a direct and proximate result of the conspiracy, Plaintiffs suffered substantial damages, including lost profits, lost business opportunities, injury to reputation, impairment of goodwill, and diminution in the value of Smith's shares.

294. Defendants' actions were intentional, malicious, and undertaken with reckless disregard for Plaintiffs' rights. Plaintiffs are entitled to compensatory damages, punitive damages, and attorneys' fees under O.C.G.A. § 13-6-11.

COUNT XX – CIVIL CONSPIRACY
(Against All Defendants)

295. Plaintiffs incorporate by reference paragraphs 1 through 294 of this Complaint as if fully set forth herein.

296. Under Georgia law, a civil conspiracy exists where two or more persons or entities, acting in concert, combine either to accomplish an unlawful end or to accomplish a lawful end through unlawful means. Civil conspiracy is not itself an independent tort but renders all participants jointly and severally liable for the wrongful acts committed in furtherance of the conspiracy.

297. Defendants Atreon Orthopedics, LLC, Nanofiber Solutions, LLC, Renovoderm, LLC, and Ronald Bracken, (collectively "Defendants"), and non-defendant conspirators Benjamin Chandler and Surgical Evolution, LLC, knowingly combined, agreed, and acted in concert to eliminate Plaintiffs as Atreon's Georgia distributor, misappropriate Plaintiffs' customer base, weaken Plaintiffs financially through the settlement with Chandler, and deprive Smith of his rights and value as an investor in Atreon.

298. The conspiracy unified the conduct of all Defendants and included overt acts in furtherance of the scheme, including but not limited to: a. Fraudulently inducing Smith into the January 1, 2025 Amended and Restated Distribution Agreement (Ex. A) by falsely reciting the existence of a prior 2022 agreement and promising exclusivity Atreon never intended to honor; b. Exploiting exclusivity provisions and expansion requirements as traps to later justify termination; c. Issuing sham termination letters on July 7, 2025 and August 15, 2025 (Exs. C & H), without cause, notice, or cure; d. Refusing to fulfill the August 12, 2025 order (Ex. F) after confirming shipment, thereby undermining Health Connect's business and customer relationships; e. Defaming Smith to physicians and hospitals by falsely claiming financial weakness, disparagement of Atreon, and off-label promotion; f. Chandler, through Surgical Evolution, engaging in undisclosed side deals during the partnership, misleading providers, and positioning himself as Atreon's preferred distributor; g. Chandler fraudulently inducing Smith into the June 27, 2025 Settlement Agreement (Ex. B) by misrepresenting his intentions to cease competition, while secretly continuing to compete and collude with Atreon and Renovoderm; h. Interfering with Smith's contractual and business relations with Chandler/Surgical Evolution, with Atreon, and with physicians and hospitals across Georgia; i. Concealing from Smith the existence and settlement of the Acera litigation while soliciting investments from him through subscription agreements in 2022 and 2023 (Exs. I–K), and misrepresenting Atreon's financial condition and valuation in those agreements and the purchase summary (Ex. L); and j. Attempting to force Smith to resell his shares at his original purchase price while simultaneously raising capital at higher valuations, unjustly enriching Atreon, Nanofiber, and Renovoderm.

299. These overt acts, taken together, constituted a coordinated plan to injure Smith and Health Connect in their capacities both as distributor and investor.

300. Defendants' conspiracy harmed Plaintiffs by depriving them of distribution rights, seizing their customer base, destroying goodwill and reputation, weakening them financially through a fraudulent settlement, and diminishing the value of Smith's shares in Atreon.

301. As a direct and proximate result of the civil conspiracy, Plaintiffs suffered substantial damages, including lost profits, lost customers, injury to reputation, loss of goodwill, and diminution of share value.

302. Defendants' actions were intentional, willful, and malicious. Plaintiffs are entitled to compensatory damages, punitive damages, and attorneys' fees under O.C.G.A. § 13-6-11.

COUNT XXI – PUNITIVE DAMAGES
(Against All Defendants)

303. Plaintiffs incorporate by reference paragraphs 1 through 302 of this Complaint as if fully set forth herein.

304. Under Georgia law, punitive damages may be awarded in tort actions where the defendant's conduct demonstrates willful misconduct, malice, fraud, wantonness, oppression, or that entire want of care which raises the presumption of conscious indifference to consequences. O.C.G.A. § 51-12-5.1.

305. As set forth in Counts I through XX, Defendants Atreon Orthopedics, LLC, Nanofiber Solutions, LLC, Renovoderm, LLC, Ronald Bracken, engaged in wrongful acts including fraudulent inducement, fraudulent concealment, defamation, tortious interference, breach of fiduciary duty, civil conspiracy, and related misconduct.

306. These actions were undertaken intentionally, maliciously, and in bad faith, with specific intent to harm Plaintiffs and to unjustly enrich Defendants at Plaintiffs' expense.

307. Defendants' conduct was egregious and involved conscious indifference to the rights and interests of Plaintiffs, warranting the imposition of punitive damages to punish and deter such conduct in the future.

308. Plaintiffs are therefore entitled to recover punitive damages against all Defendants in an amount to be determined by the enlightened conscience of the jury.

COUNT XXII – ATTORNEYS' FEES AND EXPENSES OF LITIGATION
(Against All Defendants)

309. Plaintiffs incorporate by reference paragraphs 1 through 308 of this Complaint as if fully set forth herein.

310. Under Georgia law, attorneys' fees and expenses of litigation may be awarded where a defendant has acted in bad faith, has been stubbornly litigious, or has caused the plaintiff unnecessary trouble and expense. O.C.G.A. § 13-6-11.

311. As set forth throughout this Complaint, Defendants have acted in bad faith, both in their dealings with Plaintiffs and in committing the wrongful acts alleged herein.

312. Defendants' fraudulent inducement of contracts, false statements, sham terminations, intentional interference with contractual and business relations, defamatory statements, concealment of material facts, and coordinated conspiracy demonstrate bad faith and malicious intent.

313. Defendants' conduct has forced Plaintiffs to incur substantial expenses in investigating, preparing, and prosecuting this action, which expenses would not have been necessary but for Defendants' wrongful acts.

314. Plaintiffs are therefore entitled to recover their attorneys' fees and expenses of litigation from all Defendants under O.C.G.A. § 13-6-11.

WHEREFORE, Plaintiffs Jeremy Smith and Health Connect Life Sciences, LLC respectfully pray that the Court enter judgment in their favor and against Defendants Atreon Orthopedics, LLC, Nanofiber Solutions, LLC, Renovoderm, LLC, Ronald Bracken, jointly and severally, and award the following relief:

A. **Compensatory Damages** in an amount to be proven at trial, including damages for lost profits, loss of goodwill, loss of customers, diminution in share value, reputational harm, and all other actual damages proximately caused by Defendants' conduct;

B. **Rescissionary Damages or Restitution** with respect to the Subscription Agreements and the June 27, 2025 Settlement Agreement, including return of all funds wrongfully obtained through fraudulent inducement and concealment;

C. **Equitable Relief**, including the imposition of a constructive trust, accounting, and other equitable remedies necessary to prevent unjust enrichment and protect Plaintiffs' rights as distributor and shareholder;

D. **Punitive Damages** in an amount sufficient to punish Defendants for their willful misconduct, malice, fraud, wantonness, and conscious indifference to the consequences of their actions, and to deter such conduct in the future;

E. **Attorneys' Fees and Expenses of Litigation** pursuant to O.C.G.A. § 13-6-11 and other applicable law, based on Defendants' bad faith, stubborn litigiousness, and malicious conduct;

F. **Pre-Judgment and Post-Judgment Interest** at the maximum rate allowed by law;

G. **All Costs of this Action**, as permitted by law; and

H. **Such Other and Further Relief** as the Court deems just, proper, and equitable under the circumstances.

Respectfully submitted, this 29th day of August, 2025.

GUILMETTE HENDERSON, LLC

/s/ Bryan Henderson
Bryan Henderson, Esq.
Georgia Bar No. 821624
Javier A. Trejo, Esq.
Georgia Bar No. 833064
1355 Peachtree ST NE
Suite 1125
Atlanta, Georgia 30309

Attorneys for Plaintiff

EXHIBIT A

AMENDED AND RESTATED DISTRIBUTION AGREEMENT

This Amended and Restated Agreement (the "Agreement") replaces the original Agreement that was entered into as of January 1, 2022. This Agreement is entered into as of January 1, 2025 (the "Effective Date"), by and between **Atreon Orthopedics LLC**, a Delaware limited liability company ("Atreon"), with its principal offices located at 5164 Blazer Parkway, Dublin, OH 43017, and **Health Connect Life Sciences, LLC**, a Georgia limited liability company ("Distributor"), with its principal offices located at 860 Johnson Ferry Road NE Suite 140-337, Atlanta, GA 30342. Atreon and Distributor may be referred to individually as "Party" or collectively as "Parties" herein.

RECITALS

WHEREAS, Atreon is a manufacturer of certain biomedical products in the field of orthopedic surgery;

WHEREAS, Distributor is in the business of promoting and providing representation services for, without limitation, biologics and medical devices, and has or will obtain all necessary regulatory approvals and permits to promote and provide representation services; and

WHEREAS, Distributor wishes to promote and distribute biologics and medical devices for Atreon and Atreon wishes Distributor to promote and distribute biologics and medical devices as its Distributor:

NOW, THEREFORE, in consideration of the covenants and obligations expressed herein, and intending to be legally bound the Parties agree as follows:

Article 1. Definitions

The terms defined below, or defined anywhere within the body of the Agreement, are underlined for clarity and have the meaning specified herein and should be construed as such throughout the Agreement, whether used in the singular or plural form:

1. "Affiliate" of a person or entity shall mean a person or entity that controls, is controlled by or under common control with that person or entity.

2. "Agreement" shall mean this Agreement including exhibits attached and incorporated hereto as such may be amended from time to time.

3. "Business Day" shall mean - any day other than (a) Saturday or Sunday or (b) any other day on which national banks in the United States are generally permitted or required to be closed.

4. "Confidential Information" shall mean all proprietary and confidential information of a Party and/or Manufacturer, including, without limitation, trade secrets, technical information, business information, distribution information, Customer and potential Customer lists and identities, distribution plans, products, sublicense agreements, inventions, developments, discoveries, software, know-how, methods, techniques, formulae, data, processes and other trade secrets and proprietary ideas, whether or not protectable under patent, trademark, copyright or other areas of law, that the other Party has access to or receives but does not include information that (a) is or becomes publicly available through no fault of the Party, (b) was already known to the receiving Party at the time it was disclosed to the receiving Party, as evidenced by written records of the receiving Party, (c) is received from a third party who is under no obligation of confidentiality to the disclosing Party, or (d) is disclosed in response to a valid order of a court or other Governmental Authority, but only to the extent of and for the purposes of such order and only if the recipient first notifies the disclosing Party of the order and permits the disclosing Party to seek an appropriate protective order. For the avoidance of doubt, information concerning any Products and the know-how associated therewith, including, but not limited to, composition of Products, methods of handling and storing Products, and methods of delivering Products to patients shall be considered the Confidential Information of Manufacturers.

5. "Customer" shall mean any hospital, doctor, health care facility, or other person or entity that is legally entitled to purchase and use Products in the Territory.

6. "Distributor" shall mean Health Connect Life Sciences, LLC, or its successor in interest, its respective officers, directors, members, sub-distributors, representatives, and any person or entity acting on its behalf.

7. "FDA" shall mean the United States Food and Drug Administration of the United States Department of Health and Human Services and any successor agency or entity.

8. "Governmental Authority" shall mean any applicable domestic federal, state, municipal, local, territorial or other governmental department, regulatory authority, judicial or administrative body, but not limited to the FDA.

9. "Manufacturer" shall mean Atreon, its affiliates, subsidiaries, or successors in interest.

10. "Net Sales" shall mean the gross value, compensation, and payments, whether in cash or in kind, received by Distributor for sale of any Product to a Customer inside the Territory.

11. "Products" shall mean those products listed in Exhibit A attached hereto and incorporated herein by reference.

12. "Territory" shall mean a defined geography or specific Customers as set forth in Exhibit B attached hereto and incorporated herein by reference.

13. "Transfer Price" shall mean the price at which Distributor may purchase the Products from Manufacturer, as set forth in Exhibit A, and which may be revised from time to time as set forth in this Agreement.

Article 2. Appointment and Authority of Distributor

2.1 SERVICES TO BE PROVIDED BY DISTRIBUTOR

Subject to the terms and conditions herein, Distributor will perform the following services for Atreon:

(a) Distributor will act as Atreon's exclusive Distributor for Products within the Territory during the term of this Agreement; and

(b) Distributor's sole authority will be to solicit orders for Products in the Territory and to perform the services set forth herein in accordance with the terms of this Agreement.

2.2 ATREON THE EXCLUSIVE SUPPLIER

Distributor shall only obtain Products (see Exhibit A) from Atreon.

2.3 INDEPENDENT CONTRACTOR

The relationship of Distributor to Atreon established by this Agreement is that of an independent contractor, and nothing contained in this Agreement will be construed to:

(a) Give either Party the power to direct and/or control the day-to-day activities of the other,

(b) Constitute the Parties as partners, joint ventures, co-owners or otherwise as participants in a joint undertaking, or

(c) Allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever without the prior, express written consent of the other Party.

2.4 DISTRIBUTOR PERSONNEL

Distributor may appoint subdistributors as it determines appropriate for the effective distribution of Products under this Agreement in its sole discretion.

Article 3. Distribution and Promotion

3.1 MARKETING MATERIALS

All ancillary Product distribution activities including, without limitation, promotional, advertising, marketing and distribution activities that require marketing materials shall be furnished by Atreon, or approved by Atreon prior to use, before distribution ("Marketing Materials"). Any improper, fraudulent, or misleading use of Marketing Materials or any attempt to duplicate, supply, or furnish any other marketing materials is a material breach of this Agreement. Distributor will only distribute Marketing Materials in conjunction with Product representation activities within the Territory. The Parties acknowledge and agree that promotion, marketing, and distribution by Distributor must be consistent with the Products' respective labeling provided by the Products' respective Manufacturers. Distributor understands that breach of this section, including the provision of un-approved marketing materials, may cause irreparable harm to Atreon; as such, Distributor acknowledges that they will be solely responsible for all costs (including, without limitation, direct, indirect, and consequential costs) associated with any breach of this Section incurred by Distributor.

3.2 DEMO PRODUCT

Atreon may provide reasonable quantities of product suitable for demonstration but not for patient procedures at Atreon's sole expense.

3.3 COMPLIANCE

Distributor represents and warrants that it will not promote the use of any Products outside of the specific labeling provided and approved by the FDA. Distributor agrees to complete Atreon's training regarding approved uses of the Products before engaging in any sales or promotion activity. Atreon will not defend or indemnify against any claim made against Distributor regarding off label promotion.

Distributor shall not make any false or misleading representation to Customers or others regarding Atreon or Products, or make any claims, statements or representations that are inconsistent with or broader than the representations made by Atreon to Distributor with respect to the Products, the Products' respective labels or Marketing Materials.

Each Party will comply with all laws, regulations and requirements applicable to the duties conducted hereunder, including the federal Stark law, federal false claim acts, federal anti-kickback statute, federal Health Insurance Portability and Accountability Act provisions, federal civil monetary penalties statute, and similar laws.

Each Party represents and warrants that at present and during the term of the Agreement Distributor and its owners, principals, employees and/or contractors (1) have not been and will not be sanctioned within the meaning of Social Security Act Section 1128A or any amendments thereof; (2) have not been and will not be convicted of violating the federal Stark law, federal false claims act, federal anti-kickback statute, federal Health Insurance Portability and Accountability Act provisions, federal civil monetary penalties statute, or similar state laws; (3) have not been and will not be debarred, excluded or suspended from participation in any federal or state health care program; (4) have not had and will not have a complaint filed against it by any enforcement agency; (5) have not engaged and will not engage in any conduct that could give rise to sanctions, convictions, or violations of any of the identified laws; and (6) are free to enter into this relationship and that by doing so, are not violating and will not violate any agreement or understanding, written or unwritten, with any third party.

Distributor represents and warrants that during the term of this Agreement neither Distributor nor any of its individual owners, principals, employees and/or contractors will market or sell any Products to any physician who is his or her "immediate family member." For purposes of this Agreement, "immediate family member" means husband or wife; birth or adoptive parent or stepparent; birth or adoptive child or stepchild; sibling or stepsibling; father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law; grandparent or grandchild; or spouse of grandparent or grandchild.

3.4 OUTSIDE TERRITORY

Unless specifically authorized by Atreon in writing, Distributor shall not (a) establish any branches, distribution offices, warehouses or other facilities outside the Territory with respect to the Products, or (b) adopt a policy of actively representing Products outside Territory or undertake any distribution or promotion of distribution of Products outside the Territory. If Distributor receives an order from a prospective Customer located outside of the Territory, Distributor shall immediately refer that order to Atreon. Distributor may not deliver or tender, or cause to be delivered or tendered, Products outside of the Territory without Atreon's prior written consent. Distributor shall not distribute any Products to a Customer if Distributor knows, or has reason to believe, that such Customer intends to remove those Products from the Territory.

3.5 PERFORMANCE STANDARDS

At all times, Distributor shall conduct its business in an ethical and business-like manner and in such a way as to uphold the good will and reputation of Atreon and the Products. Distributor shall seek to develop new Customers and to expand distribution in the Territory, and shall exert commercially reasonable efforts to achieve optimum market penetration of the Products to Customers inside the Territory. Distributor shall, at its own expense, ensure that all regulations and requirements relating to the import, export, distribution, redistribution and commercialization of Products in the Territory are complied with, and, in all dealings in relation to the Products, Distributor shall indicate that Distributor is acting on its own account and not as an employee or partner of Atreon. ALL PROMOTION OF PRODUCTS BY DISTRIBUTOR IS TO BE CONSISTENT WITH THE PRODUCTS' RESPECTIVE PRODUCT LABELING PROVIDED BY MANUFACTURER.

3.6 DISTRIBUTION; ALTERATION

3.6.1 Marketing Materials. Distributor will not provide Customers with any materials that are not produced or approved in writing by Atreon for use in connection with the sale or service of the Products. Distributor will deliver appropriate technical materials concerning a Product to each Customer on the date the Product is first delivered to the Customer. When any technical literature is revised, Distributor will replace outdated material previously distributed if requested to do so by Atreon.

3.6.2 Packaging and Labeling. In no event will Distributor alter or remove, cover or obscure any of Manufacturers' Product packaging or labeling.

3.7 ESSENTIAL PART OF BARGAIN

Distributor acknowledges that, without limitation, this Article 3 and its subsections are essential elements of the Agreement between the Parties and that the Parties would not have entered into this Agreement without such terms and conditions.

Article 4. Orders & Shipments

4.1 POINT OF CONTACT

Each party shall identify a primary point of contact to serve as the primary liaison between the Parties with regards to ordering, logistics, finance, and any other issues. Each party may replace its point of contract at any time upon providing Notice to the other Party.

For Atreon:

Atreon Orthopedics LLC

Kelly Hendrix

5164 Blazer Parkway

Dublin, OH 43017

[redacted]

For Distributor:

Health Connect Life Sciences, LLC
860 Johnson Ferry Road NE Suite 140-337

[redacted]

4.2 ORDERS

Subject to Atreon's order acceptance in Section 4.3.1, all Distributor orders hereunder shall be in writing (physically or electronically) by an authorized representative of Distributor and on either the Order Form provided by Atreon or, alternatively, on a substantially similar form furnished by Distributor and approved by Atreon. At a minimum, for Atreon to carry out any order hereunder, Distributor or its authorized representative shall submit a written order to Atreon clearly identifying the type of Products ordered, the quantity sought, relevant shipping information, and any other information necessary for, or requested by, Atreon to fulfill the order. Atreon shall use its commercially reasonable best efforts to fill Distributor's orders promptly.

4.3 ORDER ACCEPTANCE, INSPECTION, AND NOTICE OF CLAIMS

4.3.1 Order Acceptance. All orders are subject to acceptance by Atreon, in whole or in part, at its reasonable discretion. Atreon shall have no liability to Distributor or to a proposed Customer for orders that are not accepted; provided, however, that if Atreon has sufficient inventory to meet current and anticipated demand at the time an order is placed, Atreon shall not unreasonably reject any order for Products that does not require modifications or variance from Atreon's customary distribution and distribution procedures, or does not create, in its own estimation, unacceptable financial exposure to Atreon. If there is a discrepancy between the terms of an order accepted by Atreon and the terms of this Agreement, the terms of this Agreement shall govern.

4.3.2 Shipment, Title, and Risk of Loss. Subject to Section 4.3.1, Products shall be delivered to Distributor (or any third party specified by Distributor in writing) by FedEx. Distributor will provide Fedex account number to Atreon for Distributor's order shipments. Atreon shall deliver an accepted order using commercially reasonable efforts. With respect to any accepted order, title to the Products, and the risk of loss, theft, destruction or damage to the Products, shall pass from Atreon to Distributor (or any third party specified by Distributor in writing) upon FedEx shipment from Atreon's distribution facility.

4.3.3 Inspection. With respect to a Notice of claim under Section 4.3.4 below, upon receipt of each shipment, Distributor (or any third party specified by Distributor) shall within a reasonable time inspect Products to determine whether the full shipment matches the type and quantity specified on the shipping documents and order. Returns shall only be made with prior written authorization by Atreon, and Atreon shall have no liability if shipments, in whole or part, are returned without prior written authorization.

4.3.4 Notice of Claims. Consistent with Distributor's inspection under Section 4.3.3, within a reasonable time after Distributor learns of any shipment that contains a shortage, or a discrepancy, Distributor shall provide Atreon written notice of any such claim. If Distributor does not provide such notice to Atreon, Distributor shall be deemed to have accepted the shipment as complete and containing the type and quantity specified on the shipping documents and order. Upon receipt of any such notice, Atreon, at its sole cost and expense and as requested by Distributor may either (a) replace the shortfall or non-conforming Products or (b) credit Distributor for the shortfall or non-conforming Products. Further, Atreon shall have no liability in the event that the replacement of any Products is necessitated by the willful fault or gross negligence of Distributor or the carrier selected by Distributor.

Article 5. Products Pricing and Terms of Sales

5.1 TRANSFER PRICE

If an order is accepted by Atreon pursuant to Section 4.3.1, the Transfer Price for the

Products will be as described in Exhibit A or as otherwise notified under this section.

5.2 TRANSFER PRICE ADJUSTMENTS

Atreon agrees to maintain the Transfer Price as described in Exhibit A for 24 months from the effective date of this agreement. At the end of the 24 months, Atreon can implement an price increase which cannot exceed the cumulative inflation rate over the prior 24 months as determined by the Consumer Price Index published by the US Bureau of Labor Statistics (CPI). After the initial price increase, Atreon can implement an annual price increase which cannot exceed the inflation rate as determined by the CPI.

5.3 SHIPPING AND HANDLING

The Distributor shall pay all actual costs associated with shipping, handling and any associated sales taxes with the order.

5.4 TAXES

All payments required under this Agreement are exclusive of any applicable federal, state and local taxes. Each of the Parties shall be responsible for the payment of taxes and other assessments for which it is liable under Laws.

5.5 PAYMENT TERMS

All monies due, including the Transfer Price and the costs for each shipment of the Products shall be paid to Atreon within sixty (60) days after Distributor's receipt of Products. All payments due by Distributor to Atreon hereunder shall be made in U.S. dollars. Distributor agrees that it will be responsible for any additional costs or service charges incurred by Atreon with respect to its collection efforts of any overdue amounts hereunder.

5.6 DISTRIBUTOR PRICING

The Distributor shall be free to establish its pricing for distribution of Products in the

Territory. For the avoidance of doubt, the Transfer Price paid by Distributor to Atreon will be as described in Section 5.1 above, regardless of any Product pricing established by Distributor hereunder.

Article 6. Reporting of Sales

6.1 QUARTERLY SALES REPORTING

Distributor shall provide Atreon a quarterly sales report ("Quarterly Sales Report") which includes the date of the sale, the product sold, the quantity of product sold, the sales price for each product sold, the total amount for the sale any discounts, credits, rebates, or adjustments. The sales report should be provided within ten (10) Business Days after the end of the quarter.

6.2 ANUUAL SALES REPORTING

Within thirty (30) days after each calendar year, Distributor will prepare and deliver to Atreon a statement setting forth the the date of the sale, the product sold, the quantity of product sold, the sales price for each product sold and the total amount for the sale (including any rebate or discount) for the preceeding year (the "Annual Sales Report"), with reasonable back-up statements and support.

Article 7. Product Warranty and Product Availability

7.1 PRODUCT WARRANTY

The warranty for the Products will run directly from the Manufacturer to the Customer, and pursuant to the warranty the Customer will return any allegedly defective Products directly to the Manufacturer according to instructions provided to the Customer by Atreon.

The Manufacturer's warranty is as follows:

WARRANTY

Manufacturer warrants that the Products will operate or perform in conformance with Manufacturer's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period

of time set forth in the product documentation of sterility, published specifications or package inserts. Manufacturer agrees to replace defective Products so as to cause the same to operate in conformance with said published specifications; provided that Customer shall (a) promptly notify Manufacturer in writing upon the discovery of any defect, which notice shall include the product name and serial number (if applicable) and details of the warranty claim; and (b) after Manufacturer's review, Manufacturer will provide Customer with a return material authorization, which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Customer may return the defective Products to Manufacturer with all costs prepaid by Manufacturer. All replaced Products shall become the property of Manufacturer. Shipment to Customer of replacement Products shall be at the expense of the Manufacturer.

Notwithstanding the foregoing, Products supplied by Manufacturer that are obtained by Manufacturer from an original manufacturer or third-party supplier are not warranted by Manufacturer, but Manufacturer agrees to assign to Customer any warranty rights in such Product that Manufacturer may have from the original manufacturer or third-party supplier, to the extent such assignment is allowed by such original manufacturer or third-party supplier.

In no event shall Manufacturer have any obligation to provide replacement Products, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Customer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products, (vi) improper storage and handling of the Products. ANY ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN MANUFACTURER WITHOUT MANUFACTURER'S PRIOR WRITTEN APPROVAL SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.

THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF CUSTOMER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, MANUFACTURER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

7.2 PRODUCT AVAILABILITY

Atreon will use routine inventory management practices to accommodate Product requests. Atreon will assume the responsibility of providing the Product to Distributor for use.

Article 8. Additional Responsibilities of Distributor

8.1 REASONABLE EFFORTS

Distributor will pursue commercially reasonable sales policies and procedures for the benefit of Atreon to realize the maximum sales potential for Products in the Territory.

8.2 NOTICE OF CHANGE OF CIRCUMSTANCES

Within a reasonable time after becoming aware of such, Distributor will advise Atreon of:

(a) Any changes in the key personnel, organization or status of any major Customer of Distributor in the Territory;

(b) Any political, financial, legislative, industrial or other events in the Territory that could affect the mutual business interests of Distributor and Atreon, whether harmful or beneficial.

8.3 CUSTOMER COMPLAINTS

Distributor will maintain a record of any Customer complaints regarding either Products or Manufacturers and will forward this information to Atreon in writing and will detail all information regarding each such complaint.

8.4 PERMITS AND CERTIFICATION OF SALES REPRESENTATIVES

All sales representatives of Distributor must participate and receive certification to sell or promote Products.

This Agreement is contingent upon Distributor acquiring and maintaining in good standing all required licenses, certificates and permits required by law and all necessary authorizations that may be required by hospitals in the Territory to perform Distributor's obligations under this Agreement. Distributor shall be responsible for providing Atreon with any information that might be necessary in order to enable Atreon to fulfill any order and to comply with all labeling, marketing and other applicable legal requirements in the Territory.

Article 9. Term and Termination

9.1 TERM

The term of this Agreement shall begin as of the Effective Date above, and shall continue for

a term of two (2) years (the "Initial Term"). The Agreement shall automatically renew for successive one-year terms, unless either Party gives notice of its intent not to renew at least sixty (60) days before the end of the then-current Term, or unless earlier terminated as provided in this Agreement (each a "Renewal Term" and together with the Initial Term, the "Term"). If either Party provides timely notice of its intent not to renew this Agreement, this Agreement terminates on the expiration of the then-current Term.

9.2 TERMINATION FOR CAUSE

This Agreement may be terminated immediately by either Party for cause, which shall include but not be limited to the following:

(a) A Party's failure to promptly and adequately perform the duties and obligations under this Agreement;

(b) If the other Party fails to pay any amount when due under this Agreement and remains in default for more than fourteen (14) days following that Party's receipt of notice of such nonpayment;

(c) A Party's breach of any representation, warranty, or covenant of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is not cured within thirty (30) days following that Party's receipt of notice of such breach;

(d) Conduct that tends to hold the other Party up to ridicule, diminish its reputation, or is disloyal to the other Party;

(e) A Party being charged with or convicted of any crime;

Any termination under this Section does not affect any other rights or remedies to which the terminating Party may be entitled and is effectgive on the non-terminating Party's receipt of notice of termination or any later date set out in such notice.

9.3 TERMINATION WITHOUT CAUSE

This Agreement may be terminated without cause by either Party with ninety (90) days written notice. Distributor shall have the right to continue to sell its remaining inventory indefinitely, unless Atreon desires to buy back all remaining inventory held by Distributor at a price equal to the transfer price as defined in this agreement.

9.4 TERMINATION FOR INSOLVENCY

This Agreement will terminate, without notice:

(a) Upon the institution by or against either Party of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of such Party's debts;

(b) Upon either Party's making an assignment for the benefit of creditors; or,

(c) Upon either Party's dissolution or ceasing to do business.

9.5 TERMINATION DUE TO A CHANGE OF CONTROL

In the event this Agreement is not renewed beyond the Term or terminated without cause by the Company, its assignee, successor-in-interest, an acquiring company, or by the controlling company of the Company within nine (9) months following the effective date of a Change of Control (as defined below) of the Company, and if Distributor is not in material violation of any provision of this Agreement on the date of such termination, then Distributor shall be entitled to receive a termination payment equal to the amount set forth below ("Termination Payment"). The Termination Payment will be equal to Distributor's Lost Profits from the sale of the Products over the nine (9) months preceding the date of termination, payable in nine (9) equal installments over the nine (9) month period following the date of termination of this Agreement. "Lost Profits" will be calculated as follows: [Number of Products sold by Distributor in the nine (9) month period prior to termination ("Termination Period") x Average Distributor Sales Price for Products sold in the Termination Period] –[(Number of Products Sold in the Termination Period x the Weighted Average Transfer Price for the prior nine (9) months) – [30% for sales and operating expenses x (Number of Products Sold in the Termination Period x the Weighted Average Transfer Price for the prior nine (9) months)]. For purposes of this Agreement, the "Average Distributor Sales Price," will mean the average sale price of Products sold by Distributor in the nine (9) months prior to termination due to a change of control.

By way of example and for the avoidance of doubt, if the Distributor sold 1000 Products during the Termination Period at an average sales price of $2,875, then the Lost Profits would be (1000 x $2,875) – (1000 x 560) – [1000 x (30% x (1000 x $2,875) , which equals $1,452,500 and would be paid in nine (9) equal monthly installments following the date of termination of the Agreement.

"Change of Control" shall mean any of the following transactions involving an aggregate consideration of at least USD $25,000,000.00: (i) the direct or indirect acquisition of more than 50% of the total voting power of the outstanding voting stock or membership interests of the Company, or of a majority of the issued and outstanding voting stock or membership interests of the Company by any individual, entity, or group; (ii) a merger or consolidation of the Company with or into any other entity, unless the shareholders or members of the Company immediately prior to such transaction directly or indirectly own more than 50% of the voting equity interests of the surviving entity; or (iii) the Company sells all or substantially all of its assets.

9.5 SURVIVAL OF CERTAIN TERMS

The provisions of this Agreement that one would reasonably expect to survive termination of the distributorship relationship hereunder will survive the termination of this Agreement for any reason.

9.6 DISTRIBUTOR'S DUTIES UPON TERMINATION

Upon termination or expiration of this Agreement, Distributor agrees to the following::

(a) Refrain from representing itself as a Distributor of Atreon or using any trademarks or trade names of Atreon or its Manufacturers;

(b) Return to Atreon all advertising matter and other printed material in Distributor's possession or under Distributor's control containing or bearing any trademark or trade names of Atreon or Manufacturers; and,

(c) Take all appropriate steps to remove and cancel Distributor's listing in telephone books, directories, public records, or elsewhere that state or indicate that Distributor is a Distributor of Atreon, Products or Manufacturers.

(d) Distributor may, in accordance with the applicable terms and conditions of this Agreement, sell off its existing inventories of Products.

Article 10. Confidentiality

Each Party acknowledges that by reason of their relationship under this Agreement, they will have access to certain information and materials concerning Atreon's and Distributor's business, plans, Customers, technology, and products (and Products) that are confidential and of substantial value to Atreon and Distributor, which value would be impaired if such information were disclosed to third parties. Neither Party will use in any way for its own account or the account of any third party, nor disclose to any third party, any such Confidential Information of the other Party (including the existence and terms of this Agreement) disclosed to it by the other Party. Each Party will take commercially reasonable precautions to protect the confidentiality of such information of the other Party. Upon request by either Party to the other in writing, the Party receiving such request will advise the inquiring Party in writing whether or not the Party receiving such request considers any particular information or materials to be confidential. Distributor will not publish any technical description of Products beyond the description published by Manufacturers.

In the event of termination of this Agreement,

(a) There will be no use or disclosure by either Party of any Confidential Information of the other Party and/or Manufacturers, including the reason(s) for termination hereof.

Article 11. Mutual Non-Solicitation

Atreon and Distributor mutually agree that during the term of this Agreement and any renewal hereof, and for a period of 12 months after the failure to renew, expiration, or the termination of this Agreement (regardless of whether such termination or non-renewal is by Atreon or Distributor, and regardless of whether the failure to renew or termination was for cause, any reason or no reason), Atreon and Distributor will refrain from and will not, directly or indirectly, as independent contractor, employee, consultant, distributor, partner, joint venturer, or otherwise: Solicit any representatives or independent contractors or employees of either Party to this Agreement to terminate their relationship with other Party.

Article 12. Non-Competition

Distributor agrees that during the term of this Agreement or any renewal hereof and for a period of six (6) months after the failure to renew, expiration or the termination of this Agreement (regardless of whether such termination or non-renewal is by Atreon or Distributor, and regardless of whether the failure to renew or termination was for cause, any reason or no reason), Distributor will refrain from and will not, directly or indirectly, as independent contractor, employee, consultant, distributor, partner, joint venturer, or otherwise: compete with Atreon by selling any competitive bioresorbable implants, scaffolds, or devices, that are designed for the management and protection of tendons including tendon-bone reattachment or interface healing within the Territory. For the avoidance of doubt, this Article 12 does not restrict Distributor from selling or marketing any wound-healing products, including, but not limited to, synthetic polymer technology and allograft technology indicated for wound-healing.

The period of time during which Distributor is prohibited from engaging in certain business practices pursuant to this Article shall be extended by any length of time during which Distributor is in breach of such covenants.

It is understood by and between the parties hereto that the foregoing restrictive covenants set forth in this Section are essential elements of this Agreement, and that, but for the agreement of the Distributor to comply with such covenants, Atreon would not have agreed to enter into this Agreement. Such covenants by Distributor shall be construed as agreements independent of any other provision in this Agreement. The existence of any claim or cause of action of Distributor against Atreon, whether predicated on this Agreement, or otherwise, shall not constitute a defense to the enforcement by Atreon of such covenants.

It is agreed by Atreon and Distributor that if any portion of the covenants set forth in this Section is held to be invalid, unreasonable, arbitrary, or against public policy, then such portion of such covenant shall be considered divisible as to time and/or geographic area. Atreon and Distributor agree that, if any arbitrator or court of competent jurisdiction determines the specified time period or the specified geographic area applicable to this Article to be invalid, unreasonable, arbitrary or against public policy, a lesser time period and/or geographic area which is determined to be reasonable, non-arbitrary and not against public policy may be enforced against Distributor. Atreon and Distributor agree that the foregoing covenants are appropriate and reasonable when considered in light of the nature and extent of the business conducted by Atreon and Distributor's access to Atreon's and Manufacturers' proprietary and confidential information.

Distributor agrees and covenants that Distributor will not be irreparably harmed by the enforcement of this Article and will be able to earn a living during the term of its enforcement.

The provisions set forth in this Section are binding upon each and every individual with an ownership interest in Distributor.

Article 13. Non-Circumvention

During the term of this Agreement, Distributor shall only obtain the Products from Atreon.

Article 14. Trademarks, Trade Names and Other Intellectual Property

During the term of this Agreement, Distributor will have the right to indicate to the public that it is an authorized distributor of the Products and to advertise (within the Territory) Products under the trademarks, marks, and trade names to which Atreon has rights via contracts and/or licensing agreements with Manufacturers.

The above permission is expressly limited to uses necessary to sale of Products and to performance of Distributor's obligations under this Agreement, and Distributor admits and recognizes the Manufacturer's exclusive ownership of the marks and names and the renown of their respective marks and names throughout the world and specifically in the Territory. Distributor agrees not to take any action inconsistent with the Manufacturer's exclusive ownership of the marks and names or Atreon's licenses to use them.

Article 15. Governing Law and Jurisdiction

In the event of any dispute arising between the Parties to this Agreement or relating to this Agreement, the Parties acknowledge, consent and agree that the law of the State of Georgia, without reference to conflict of law principles, shall control and that any such dispute shall only be submitted to the federal and state courts within Cobb County, Georgia, which shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. The Parties hereby expressly consent to

(a) The personal jurisdiction of the federal and state courts within said county, as applicable,

(b) Service of process being effected upon the Parties by registered mail sent to the address set forth at the beginning of this Agreement, and

(c) The uncontested enforcement of a final, unappealed judgment of any such court in any other jurisdiction wherein either Party or any of either Party's assets are present.

Article 16. Warranties, Limitations of Liability and Indemnification

16.1 DISCLAIMER OF WARRANTIES

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, ATREON HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

16.2 LIMITATION OF LIABILITY

Except in connection with a breach by the Distributor of Section 3.3, a breach by either Party of Article 8 or the indemnification obligations under Section 16.3, neither Party will be liable for any special, indirect, consequential, exemplary or incidental damages arising out of or related to this Agreement, however caused and under any theory of liability (including negligence), even if such Party has been advised of the possibility of such damages. Except for a breach of Section 3.3 by Distributor, in no event shall a Party's liability for damages hereunder exceed the total cash consideration paid or payable by Distributor to Atreon under this Agreement.

16.3 INDEMNIFICATION

Each Party shall defend, indemnify and hold harmless the other Party, its Affiliates and their respective officers, directors, employees and distributors from and against any and all losses, damages, liabilities, obligations, penalties, judgments, awards, disbursements, as and when incurred, of investigating, preparing or defending any claim, action, suit, proceeding or investigation asserted by a third party, caused by, relating to, based upon, arising out of or in connection with (a) negligence, recklessness or intentional misconduct on the part of the other Party, its Affiliates or any of their officers, directors, employees, distributors, consultants or subcontractors, or (b) the other Party's breach of this Agreement, or (c) distribution, use, promotion or distribution of the Product, including, but not limited to, any product liability claims.

16.4 INDEMNITEE OBLIGATIONS

Each person seeking to be reimbursed, indemnified, defended or held harmless (each, an "Indemnitee") shall (a) provide the Party obliged to indemnify such Indemnitee with prompt written notice of any claim, which notice shall include a reasonable identification of the alleged facts giving rise to such claim, (b) grant such Party reasonable authority and control over the defense and settlement of any such claim and (c) reasonably cooperate with such Party and its Distributors in defense of any such claim. Each Indemnitee shall have the right, at its own expense, to participate in the defense of any claim for which such Indemnitee seeks to be reimbursed, indemnified, defended or held harmless under this Article, subject to the prior written approval of the Party obliged to indemnify, such approval not to be unreasonably withheld, conditioned or delayed.

16.5 ESSENTIAL PART OF BARGAIN

Distributor acknowledges that the disclaimers and limitations set forth above are essential elements of the Agreement between the Parties and that the Parties would not have entered into this Agreement without such disclaimers and limitations.

Article 17. General Provisions

17.1 HEADINGS

The subject headings and subheadings of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

17.2 FORCE MAJEURE

Nonperformance of either Party will be excused to the extent that performance is rendered impossible by strike, earthquake, fire, flood, pandemic or epidemic (including COVID-19) governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of and is not caused by the negligence of the non-performing Party.

17.3 ATTORNEYS' FEES

The substantially prevailing Party in any legal action brought by one Party against the other and arising out of this Agreement will be entitled, in addition to any other rights and remedies that such substantially prevailing Party may have, to reimbursement of expenses incurred by such prevailing Party, including court costs and reasonable attorneys' fees.

17.4 COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. This Agreement shall become binding when any one or more counterparts hereof, individually or taken together, bear the signatures of both Parties hereto. For the purposes hereof, a facsimile copy of this Agreement, including the signature pages hereto, shall be deemed an original.

17.5 ASSIGNMENT / SUBLICENSE

Unless otherwise provided in this Agreement, Distributor shall have no right to sublicense, assign, or otherwise transfer its rights under this Agreement without the prior written consent of Atreon. Any sublicense, assignment or other transfer of Distributor's rights under this Agreement must be in writing, the terms of which must substantially comply with the terms of this Agreement and be pre-approved in writing by Atreon.

17.6 SEVERABILITY

If any provision of this Agreement is held to be invalid, the remaining provisions will remain in full force and effect, and the Parties will renegotiate in good faith, and will execute, an amendment hereto in writing to replace, to the extent necessary to be valid, any such invalid term.

17.7 MODIFICATION AND WAIVER

This Agreement may not be amended, modified, or supplemented except by written agreement signed by the Party against which the enforcement of the amendment, modification, or supplement is sought. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision. No waiver shall be binding unless executed in writing by the Party making the waiver.

17.8 NOTICES

Any notice required or permitted by this Agreement shall be in writing and shall be made by personal delivery or sent by facsimile transmission, overnight express courier (such as Federal Express) or by email, in each case addressed to the other Party at the addresses shown above or at such other address for which such Party gives written notice hereunder pursuant to the terms of this Agreement. Such notice will be deemed to have been given upon the earlier of receipt by the Party to whom notice was sent if by personal service, facsimile transmission or email (and as evidenced by sender's confirmation of receipt, or lack of failure to deliver, in the case of facsimile transmission or email).

17.9 AUTHORITY

Each Party hereby represents, covenants, and warrants to the other Party that it has necessary authority to enter into this Agreement and to grant the rights and licenses established herein and otherwise perform this Agreement. Each Party further represents, covenants, and warrants that it is free to enter into this Agreement and that by doing so it is not violating any agreements, obligations, or understandings, written or unwritten, with any current or former employer or contractor or any other third party, including, but not limited to, any agreements, obligations, or understandings related to non-competition, non-solicitation, confidentiality, or any other restrictive covenant.

17.10 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement is intended to confer benefit, rights or remedies unto any person or entity other than the Parties and their permitted successors and assigns.

17.11 ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by both Parties.

[SIGNATURES FOLLOW ON NEXT PAGE(S)]

IN WITNESS WHEREOF, the Parties to the Agreement by their duly authorized representatives have executed this Agreement as of the Effective Date.

Atreon Orthopedics LLC

Docusigned by:
By: Ronald Bracken
E478D0C0EDB9420...

Name: Ronald Bracken

Title: CEO

Date: February 10, 2025

DISTRIBUTOR: Health Connect Life Sciences, LLC

Docusigned by:
By: J
41D287321B61478...

Name: Jeremy Smith

Title: Distributor Principal

Date: February 10, 2025

EXHIBIT A

PRODUCT(S) DESCRIPTION / PRICING

Product(s): Rotium Bioresorbable Wick

Part Number	Description	Qty.	Unit of Measure	Transfer Price
FG-0325	Rotium™ Bioresorbable Wick Implant - 3cm x 4cm	1	Each	**$765[1]**
		1	Box of 5	**$3,825[3]**
FG-0430	Rotium™ Bioresorbable Wick Implant - 3cm x 4cm	1	Each	**$765[1]**
		1	Box of 5	**$3,825[3]**
FG-0043	Rotium™ Bioresorbable Wick Implant - 3cm x 4cm	1	Each	**$765[1]**
		1	Box of 5	**$3,825[3]**
FG-0525	Rotium™ Bioresorbable Wick Implant - 3cm x 4cm	1	Each	**$765[1]**
		1	Box of 5	**$3,825[3]**
FG-0630	Rotium™ Bioresorbable Wick Implant - 3cm x 4cm	1	Each	**$765[1]**
		1	Box of 5	**$3,825[3]**
FG-0725	Rotium™ Bioresorbable Wick Implant - 3cm x 4cm	1	Each	**$765[1]**
		1	Box of 5	**$3,825[3]**
FG-0007	Rotium™ Bioresorbable Wick Implant - 2cm x 2cm	1	Each	**$560[2]**
		1	Box of 5	**$2,800[3]**
FG-0220	Rotium™ Bioresorbable Wick Implant - 2cm x 2cm	1	Each	**$560[2]**
		1	Box of 5	**$2,800[3]**

1 – The Transfer Price for FG-0325, FG-0430, FG-0043, FG-0525, FG-0630, and FG-0725 includes a 3% royalty (the "Royalty") based on the Distributor's Net Sales to Customer. Currently, the transfer price includes a $108.75 royalty which is equal to 3% of the Distributor's current Net Average Sales price of $3625/each. If the Distributor's Net Average Sales price increases or declines within any quarter of the year, the 3% royalty component of the transfer price will be adjusted as defined in the Quarterly Royalty Adjustment clause. For example,

(a) if the average sales price declines to $3000; the royalty rate would be adjusted to $90.00 with a new transfer price of $746.25;

(b) if the average sales price increases to $4000; the royalty rate would be adjusted to $120.00 with a new transfer price of $776.25.

2 – The Transfer Price for FG-0220 and FG-0007 includes a 3% royalty based on the Distributor's

Net Sales to Customer. Currently, the transfer price includes a $86.25 royalty which is equal to 3% of the Distributor's current average sales price of $2875/each. If the Distributor's average sales price increases or declines within any quarter of the year, the 3% royalty component of the transfer price will be adjusted as defined in the Quarterly Royalty Adjustment clause. For example,

(a) if the average sales price declines to $2400/each; the royalty rate would be adjusted to $72.00 with a new transfer price of $574.25;

(b) if the average sales price increases to $3200/each; the royalty rate would be adjusted to $96.00 with a new transfer price of $569.75.

3 – The transfer price for the box of 5 is calculated as follows: transfer price for each unit times five.

"Net Average Sales" is the average sales price of the Products sold pursuant to this Agreement, as reflected on the invoice applicable to such sale, exclusive of sales tax and any other amounts (if any) set forth on such invoice and after applying any discounts, credits, rebates, or adjustments.

4 - Royalty Adjustment.

(a) Quarterly Royalty Adjustment.

(i) Within thirty (30) days of receiving the Quarterly Sales Report, Atreon will deliver to Distributor a calculation of the Royalty for the quarter (the "Quarterly Royalty"). Company will provide a credit for any excess royalty or Distributor will pay Atreon for any underpayment of the royalty within thirty (30) days after Atreon provides the calculation of the Quarterly Royalty.

(b) Annual Royalty Adjustment.

(i) Within thirty (30) days of receiving the Annual Sales Report, Atreon will deliver to Distributor a final calculation of the Royalty (the "Final Royalty") based on the Annual Sales Report and a statement of the Royalty paid throughout the calendar year based on the Quarterly Sales Reports (the "Quarterly Royalty"). Company will provide a credit for any excess royalty or Distributor will pay Atreon for any underpayment of the royalty within thirty (30) days after Atreon provides the final calculation of the Final Royalty.

EXHIBIT B

TERRITORY

Distributor's Territory is the following**: The State of Georgia.**

Distributor must provide a business plan detailing expansion targets with mutually agreed upon milestones. Distributor shall present the business plan to Atreon by February 28, 2025.

EXHIBIT B

CONFIDENTIAL TERMINATION AND RELEASE AGREEMENT

This Confidential Termination and Release Agreement, (hereafter, the "Agreement") is made and entered into by and between Jeremy Smith and Health Connect Life Sciences LLC ("Health Connect," and together with Jeremy Smith, the "HCLS Parties") on the one hand, and Benjamin Chandler and Surgical Evolution LLC (together, the "Surgical Evolution Parties") on the other hand. The HLCS Parties and the Surgical Evolution Parties are collectively referred to herein as the "Parties," with each individually a "Party." This Release is effective as of the date that it has been executed by all Parties (the "Effective Date").

WHEREAS, beginning in or around April 2020, the HCLS Parties entered into an unwritten independent contractor relationship with the Surgical Evolution Parties, pursuant to which the Surgical Evolution Parties would sell certain products from agreed upon manufacturer lines to agreed upon clients on behalf of Health Connect and Health Connect would sell certain products from agreed upon manufacturer lines to agreed upon clients on behalf of Surgical Evolution;

WHEREAS, in support of its business, Health Connect engaged certain independent sales representatives (collectively, the "Independent Contractors") through Independent Contractor Agreements entered into between individual Independent Contractors and Health Connect to sell and distribute medical products on its behalf;

WHEREAS, Health Connect allowed such Independent Contractors to conduct certain limited sales activities on behalf of the Surgical Evolution Parties with respect to certain agreed upon clients for certain manufacturer lines;

WHEREAS, pursuant to the independent contractor relationship amongst the parties, Surgical Evolution agreed to pay to the HCLS Parties a commission, for sales generated by Health Connect with respect to certain agreed to clients and manufacturer, less certain expenses including commission payments owed to the Independent Contractors;

WHEREAS, pursuant to the independent contractor relationship amongst the parties, the Surgical Evolution Parties agreed to pay Health Connect a commission for sales generated by Health Connect with respect to certain agreed to clients and manufacturer lines, including the activities of the Independent Contractors with respect to such agreed upon clients and manufacturer lines;

WHEREAS, the HCLS Parties and the Surgical Evolution Parties mutually agree that the foregoing independent contractor relationship ceased and terminated as of April 30, 2025; and

WHEREAS, the Parties mutually agree that a total of $312,303.43 is currently owed by the HCLS Parties to the Surgical Evolution Parties (the "Outstanding Amount") for commissions accrued in March and April 2025.

NOW THEREFORE, in consideration of the mutual promises set forth below, and all of the covenants and representations expressed herein, and for other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, and intending to be legally bound, the Parties agree as follows:

1. Payment by the HCLS Parties . The HCLS Parties shall cause the Outstanding Amount to be paid to Surgical Evolution within fourteen (14) calendar days of the Effective Date of this Agreement (the "Commission Payment").

2. Taxes. The Surgical Evolution Parties shall be solely responsible for, and is legally bound to make payment of, any taxes determined to be due and owing (including penalties and interest related thereto) by it to any federal, state, local, or regional taxing authority as a result of the Commission Payment. The Surgical Evolution Parties understand that the HCLS Parties have not made, and the Surgical Evolution Partes are not relying upon, any representations regarding the tax treatment of the sums paid pursuant to this Agreement. Moreover, the Surgical Evolution Parties agree to indemnify and hold the HCLS Parties harmless in the event that any governmental taxing authority asserts against the HCLS Parties for any claim for unpaid taxes, failure to withhold taxes, penalties, or interest based upon the payment of the Commission Payment.

3. Intellectual Property Ownership. Each Party shall retain all right, title, and interest in and to any intellectual property, including but not limited to inventions, works of authorship, trademarks, trade secrets, and know-how, that was owned or developed by such Party prior to the Effective Date of this Agreement.

4. Mutual Releases.

   a. The Surgical Evolution Parties, for themselves and their respective officers, directors, shareholders, attorneys, agents, servants, representatives, employees, former employees, affiliates, parent corporations, subsidiaries, partners, predecessors and successors in interest, heirs and assigns, executors, administrators, and personal representatives, hereby irrevocably and unconditionally release, acquit and forever discharge the HCLS Parties, along with their respective officers, directors, attorneys, agents, servants, representatives, employees, former employees, independent contractors, affiliates, predecessors and successors in interest, heirs and assigns, from any and all claims, liabilities, obligations, demands, causes of action, damages, costs, losses, debts, and expenses, including without limitation any claims for court costs or attorneys' fees, of whatever kind or nature, in law or in equity, whether known or unknown, asserted or raised, whether in law, equity or otherwise, whether accrued or hereafter maturing, or which could have been asserted or raised against each other or that arise out of or relate to any transactions or events between or among the Parties prior to the Effective Date.

   b. The HCLS Parties, for themselves and their respective officers, directors, shareholders, attorneys, agents, servants, representatives, employees, former employees, affiliates, parent corporations, subsidiaries, partners, predecessors and successors in interest, heirs and assigns, executors, administrators, and personal representatives, hereby irrevocably and unconditionally release, acquit and forever discharge the Surgical Evolution Parties, along with their respective officers, directors, shareholders, attorneys, agents, servants, representatives, employees, former employees, independent contractors, affiliates, parent corporations, subsidiaries, partners, predecessors and successors in interest, heirs and assigns, executors, administrators, and personal representatives, from any and all claims, liabilities, obligations, demands, causes of action, damages, costs, losses, debts, and expenses, including without limitation any

claims for court costs or attorneys' fees, of whatever kind or nature, at law or in equity, whether known or unknown, asserted or raised, whether in law, equity or otherwise, whether accrued or hereafter maturing, or which could have been asserted or raised against each other or that arise out of or relate to any transactions or events between or among the Parties prior to the Effective Date.

c. The foregoing releases extend to claims that the Parties do not know or suspect to exist in their favor, which if known would have materially affected the decision to enter into this Agreement. The Parties acknowledge that they are aware that, after executing this Agreement, they or their attorneys may discover claims or facts in addition to or different from those which they now know or believe to exist with respect to the subject matter of this Agreement or the Parties hereto, but it is their intention hereby to fully, finally, and forever settle and release all of the claims, matters, disputes, differences, whether known or unknown, suspected or unsuspected, which now exist, may exist, or heretofore may have existed against each other. In furtherance of this intention, the releases herein given shall be and remain in effect as a full and complete release notwithstanding the discovery or existence of any such additional or different claim or fact.

5. Covenants Not to Sue. The Parties shall not pursue, or cause or knowingly permit the prosecution, in any local, state, federal, or foreign court, or before any local, state, federal, or foreign administrative agency, or any other tribunal, of any charge, claim or action of any kind, nature and character whatsoever, known or unknown, which is based in whole or in part on any matter released by this Agreement. If a Party violates this covenant by suing the other Party for any claim that is released under this Agreement, that Party shall be liable to the responding Party in such lawsuit for their attorney's fees and other litigation costs incurred in defending against such lawsuit.

   The Parties each acknowledge and agree that the covenant not to sue in this Section is an essential and material term of this Agreement. The Parties each affirm that they understand and acknowledge the significance and consequence of this Section.

6. Limited Release of Independent Contractors.

   a. The HCLS Parties, for themselves and their respective officers, directors, shareholders, attorneys, agents, servants, representatives, employees, former employees, affiliates, parent corporations, subsidiaries, partners, predecessors and successors in interest, heirs and assigns, executors, administrators, and personal representatives agree to offer a Limited Mutual Release to: (a) each of the following Independent Contractors substantially in the form attached as Exhibit A hereto contemporaneous with the execution of this Agreement: Campbell Medical LLC, Felkel Medical LLC, and Mac Oak LLC and (b) any other Independent Contractor who: (i) is currently subject to an Independent Contractor Agreement as of the Effective Date of this Agreement, (ii) provided services to the Surgical Evolution Parties while an independent contractor with HCLS, and (iii) terminates its Independent Contractor Agreement with Health Connect to service Surgical Evolution directly.

   b. Other than as expressly set forth in this Section 6, nothing in this Agreement is intended to waive, release, or discharge any portion of any Independent Contractor Agreement executed prior to the Effective Date between the HCLS Parties and any Independent

Contractor.

7. Mutual Non-Disparagement. The Parties to this Agreement, and their successors, assigns, heirs, representatives, predecessors, subsidiaries, affiliates, partners, owners, officers, directors, managers, employees, attorneys, and agents, shall not, directly or indirectly, disparage or defame the reputation, character, image, or services of one another.

8. Confidentiality of Agreement. The Parties expressly understand and agree that this Agreement and its contents (including, but not limited to, the fact of payment and the amounts to be paid hereunder) shall remain CONFIDENTIAL and shall not be disclosed to any third party whatsoever, except the Parties' counsel, accountants, financial advisors, tax professionals retained by them, any federal, state, or local governmental taxing or regulatory authority, and the Parties' management, officers, and Board of Directors and except as required by law or order of court. Any person identified in the preceding sentence to whom information concerning this Agreement is disclosed is bound by this confidentiality provision and the disclosing party shall be liable for any breaches of confidentiality by persons to whom they have disclosed information about this Agreement in accordance with this paragraph. Nothing contained in this paragraph shall prevent any Party from stating that the Parties have "amicably resolved all differences," provided, however, that in so doing, the Parties shall not disclose the fact or amount of any payments made or to be made hereunder and shall not disclose any other terms of this Agreement described herein.

9. Miscellaneous.

   a. Survival. The representations, warranties, covenants and indemnity obligations contained in this Agreement shall survive the execution and delivery of this Agreement without limitation.

   b. Entire Agreement. This Agreement constitutes the entire agreement of the Parties in regard to the subject matter of this Agreement, and supersedes any prior agreement, whether written or oral, among the Parties in regard to such subject matter of this Agreement. This Agreement may not be modified, altered, or amended except by an agreement in writing signed by all of the Parties.

   c. Governing Law. This Agreement is and shall be deemed to be a Georgia agreement and shall be governed and construed in all respects by and in accordance with the laws of the State of Georgia without regard to its choice-of-law principles.

   d. Further Assurances. At any time and from time to time after the date hereof, the Parties agree to cooperate with each other, to execute and deliver such other documents, instruments of transfer or assignment, as may be reasonably required to carry out the intent of the Parties under this Agreement.

   e. Severability. Each subsection of this Agreement is severable, and if any one of such provisions shall be reformed or declared unenforceable, such reformation or declaration shall not affect the enforceability or validity of any other provisions thereof. Each provision hereof shall be enforceable by a Party against the other Party notwithstanding

any claim or cause of action asserted by the other Party against the Party seeking enforcement.

f. Attorneys' Fees, Costs and Expenses. Each Party hereto shall bear its own attorneys' fees and costs arising from the actions of its own counsel in connection with the negotiation, preparation and drafting of this Agreement and the matters and documents referred to herein. Notwithstanding the foregoing, either Party prevailing in any legal action to enforce the terms of this Agreement shall be entitled to recover reasonable attorneys' fees, costs, and other expenses as a result of enforcing its rights under this Agreement.

g. Time. Time is of the essence of this Agreement.

h. Binding Effect. The terms and conditions, covenants, agreements, powers, privileges, and notices of authorization contained herein shall be binding upon and shall inure to the benefit of the Parties, and their respective heir, successors, assigns, and agents; provided, however, that neither this Agreement nor any of the rights, interests, or obligations hereunder may be assigned or delegated by any Party (except by death or legal incapacity) without the prior written consent of the other Parties. No person other than the Parties shall be authorized to rely upon the contents of this Agreement or be deemed a beneficiary hereof.

i. Only Consideration; Read and Fully Understand. Each Party affirms that the only consideration received by such Party for entering into this Agreement is as stated herein, and that no other promise, representation, or agreement of any kind whatsoever has been made to, or relied upon by, such Party in connection with its execution of this Agreement. Each Party further acknowledges that such Party has read the entire Agreement and fully understands the meaning and intent of the Agreement, including, but not limited to, its final and binding effect in relation to the general release of all claims.

j. Legal Advice. The Parties acknowledge that they have been represented by independent legal counsel in connection with entering into this Agreement. Each Party acknowledges that it has made an investigation of the facts related to the subject matter of this Agreement and the effect of this Agreement, fully understands the terms and conditions of this Agreement, and agrees to be fully bound by and subject thereto. The Parties to this Agreement acknowledge that they freely understand and voluntarily accept the terms of this Agreement and have the capacity to enter into and execute this Agreement.

k. Joint Preparation of Agreement. Preparation of this Agreement has been a joint effort of the Parties, and neither this Agreement nor any document delivered by the Parties pursuant hereto, shall be construed more severely against any Party as the drafter, notwithstanding any presumption of law to the contrary.

l. No Waiver. The waiver by any Party of the performance of any covenant, condition or promise shall not invalidate this Agreement, nor shall it be construed as a waiver by any other Party or of any other covenant, condition or promise. The waiver by any Party of the time for performing any act shall not be considered a waiver of the time for

performing any other act or an identical act required to be performed at a later time. No waiver shall be enforceable against any party unless signed by such Party in writing.

m. Counterparts. This Agreement may be executed by facsimile or email, and counterparts, which the Agreement shall include each such executed and delivered counterpart, each of which shall be deemed to be a part of a single instrument.

n. Choice of Forum. The Parties agree to mediate any disputes arising under this Agreement before a mutually agreeable JAMS mediator in Atlanta. If mediation does not resolve the dispute, or if the Parties are unable to agree to or participate in a mediation within 60 calendar days from the initial notice of any dispute, the Parties agree to submit the dispute for binding arbitration through the JAMS Streamlined Arbitration Rules & Procedures in Atlanta, Georgia. The Parties hereby waive their right to pursue any claims arising under this Agreement in court, and hereby expressly waive their right to a trial by jury.

By their signatures below, the Parties agree that this Agreement shall be binding on them as of the Effective Date:

Health Connect Life Sciences LLC	Surgical Evolution LLC
Name: Jeremy Smith	Name: Benjamin Chandler
Title: President	Title: Principal

Jeremy Smith	Benjamin Chandler

EXHIBIT C

Atreon Orthopedics, LLC
5164 Blazer Pkwy
Dublin, OH 43017

July 7, 2025

Attn: Jeremy Smith
Health Connect Life Sciences, LLC
860 Johnson Ferry Road NE Suite 140-337
Atlanta, GA 30342

****via electronic mail****

Dear Mr. Smith:

This letter is written notice of termination of your Amended and Restated Distribution Agreement with Atreon Orthopedics LLC, dated December 1, 2024 (the "Agreement"). This termination is for cause (as outlined below) and is effective immediately.

Clause 9.2 (a) states that grounds for cause includes failure to *promptly and adequately* perform the obligations under the agreement.

Clause 3.5 required that "Distributor shall seek to develop new Customers and to expand distribution in the Territory, and shall exert commercially reasonable efforts to achieve optimum market penetration of the Products to Customers inside the Territory." Exhibit B also specifically mandates that "Distributor must provide a business plan detailing expansion targets with mutually agreed upon milestones. Distributor shall present the business plan to Atreon by February 28, 2025."

Health Connect was granted exclusivity for the Territory, i.e., the whole state of Georgia. Health Connect did not provide a business plan by February 28, nor did they ask for consent to an extension of time. They have also failed to actually attempt to expand the Georgia business beyond Northside Hospital. Sales have declined rather than increased in recent months. These actions are materially contradictory to Atreon's reasonable business expectations of granting exclusive territory to Health Connect, namely, that they would at least make a good faith attempt to grow the business in the Territory.

In summary, Health Connect has not complied with the contractual formalities to show a genuine plan to commercialize in the Territory; nor have sales and distribution expanded outside of Atlanta to date.

Atreon would like to work with Health Connect to develop a transition plan to ensure business continuity and product availability for the current surgeons. Per Clause 9.6 (d), Health Connect may sell off existing inventory, however, Atreon will consider repurchase of some of the inventory. As part of this transition, Atreon needs to understand the surgeon demand and the outstanding inventory.

Sincerely,

Ronald L. Bracken
CEO
Atreon Orthopedics, LLC

EXHIBIT D

[redacted] [redacted]

[redacted]

[redacted]

[redacted]

[redacted]
From: **Benjamin Chandler** [redacted]
Date: Fri, Mar 21, 2025 at 8:19 AM
Subject: Re: 2025 HCLS Business Plan
To: Eric Nordstrom [redacted]atreonortho.com>
Cc: jsmith[redacted]Kelly Hendrix [redacted]@atreonortho.com>

Good Morning!

That Monday afternoon should work. Let’s plan for that. March 31, 2025 @ 3pm? Thanks a ton!

Ben

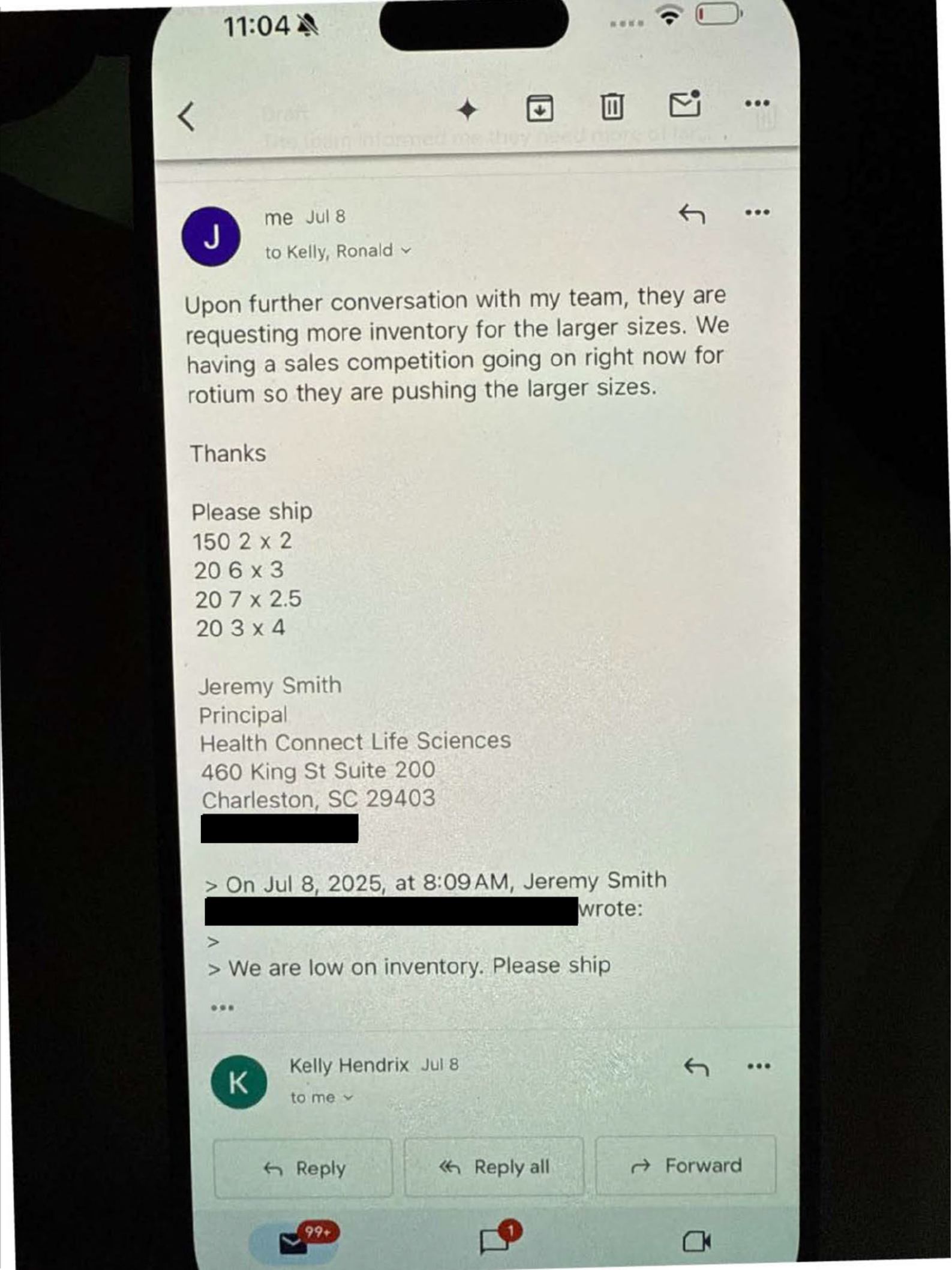
Benjamin Chandler
[redacted]

> On Mar 20, 2025, at 8:18 PM, Eric Nordstrom [redacted] wrote:
>
> Hello ladies and Gentlemen,

> Kelly and I are heading to Miami for Shoulder 360, I may be down there on Monday to hit up some surgeons on Monday and Tuesday before we start on Wednesday. Unless something goes sideways would Monday afternoon work for the four of us?
> Best
> Eric
>
> Eric Nordstrom
> Vice President, Sales
[redacted]
>
>
>
>
>
>
> On 3/20/25, 3:14 PM, "Jeremy Smith" [redacted] wrote:
>
>
> Hey Kelly,
>
>
> I won't be at shoulder 360 but would like to be involved in this conversation. Maybe a phone call would be easiest?
>
>
> Jeremy
>
>
>
>
>
>
>> On Mar 20, 2025, at 11:04 AM, Kelly Hendrix [redacted] wrote:
>>
>> Thanks Ben - If you end up attending Shoulder360 Eric and I will be there, and we can do

this in person? Just a thought.
>>
> -----Original Message-----
>> From: Benjamin Chandler [redacted]
>> Sent: Wednesday, March 19, 2025 7:12 PM
>> To: Ronald Bracken [redacted]
>> Cc: Kelly Hendrix [redacted]
Steven Ogg [redacted] Eric Nordstrom
[redacted] jsmith
[redacted]
>> Subject: 2025 HCLS Business Plan
>>
>> Good Evening All!
>>
>> I hope you are well! I am emailing because we would like to get on a call to discuss and review our 2025 Business Plan. When is a good time to make this happen? Next week will be difficult for me, so I can do this Friday any time or any day the week after next. We want to make sure we are all aligned and feel good about our growth and expansion for 2025. Please let me know your availability so we can get this on the calendar. Thanks a ton!
>>
>> Best,
>>
>> Ben
>> External Email
> External Email
>
>
>
>
>

EXHIBIT E


11:04
me Jul 8
to Kelly, Ronald
Upon further conversation with my team, they are requesting more inventory for the larger sizes. We having a sales competition going on right now for rotium so they are pushing the larger sizes.
Thanks
Please ship
150 2 x 2
20 6 x 3
20 7 x 2.5
20 3 x 4
Jeremy Smith
Principal
Health Connect Life Sciences
460 King St Suite 200
Charleston, SC 29403
[redacted]
> On Jul 8, 2025, at 8:09 AM, Jeremy Smith [redacted] wrote:
>
> We are low on inventory. Please ship
...
Kelly Hendrix Jul 8
to me
Reply
Reply all
Forward

Kelly Hendrix Jul 8

to me

Thanks Jeremy, order has been placed.

Kelly

External Email

me Jul 9

to Kelly

Thank you Kelly

Dedicated to discovery.
Committed to care.

Jeremy Smith

Distributor Principal

Health Connect Life Sciences

460 King St

Suite 200

Charleston, SC 29403

[redacted]

Reply | Reply all | Forward

EXHIBIT F

Bryan Henderson **Friday, August 22, 2025 at 10:27:38 AM Eastern Daylight Time**

Subject: Re: Health Connect Documents
Date: Friday, July 11, 2025 at 5:39:59 PM Eastern Daylight Time
From: Bryan Henderson [redacted]
To: Ronald Bracken [redacted]

Ronny,

I understand your position, but simply returning to the deal your already broke and which you threatened to immediately break again - by termination without cause - isn't going to prevent us from filing suit next week. We don't make idle threats.

Jeremy needs assurances that you won't try this again. A new agreement under the terms we've provided to you gives him that.

Again, we are open to proposed revisions but we either leave with a signed agreement or marching orders to file suit, file our temporary injunction, and being issuing subpoenas next week.

Regards,

photo

Bryan Henderson
Partner

[redacted]

From: Ronald Bracken [redacted]

Subject: RE: Health Connect Documents

I have withdrawn the termination and I have agreed to negotiate an amended agreement. I am not in a position to finalize an amended agreement by tomorrow.

Ronald Bracken
CEO

Atreon Orthopedics, LLC
5164 Blazer Pkwy
Dublin, OH 43017
[redacted]
www.atreonortho.com

From: Bryan Henderson [redacted]

To: Ronald Bracken [redacted]

Subject: Re: Health Connect Documents

Excellent. To be clear though, we need a new agreement executed no later than end of the day tomorrow, so we are open to any proposed edits to the draft we sent over. But if we leave without an executed agreement we are moving forward.

Regards,

photo

Bryan Henderson
Partner

[redacted]

[redacted]

If this is regarding a debt, please be aware that this is an attempt to collect a debt, and any information obtained will be used for that purpose.

This email, and any attachments, is intended only for use by the addressee(s) named and may contain legally privileged or confidential information, or both. If you are not the intended recipient of this email, you are notified that any dissemination, distribution or copying of this email, and any attachments, is prohibited. The unauthorized disclosure or interception of email is a federal crime. See 18 U.S.C. Section 2511. If you have received this email in error, please immediately [redacted]
and any copy of any email and any printout.

From: Ronald Bracken [redacted]
Sent: Friday, July 11, 2025 3:50:47 PM
To: Bryan Henderson [redacted]; jsmith [redacted]
Subject: Re: Health Connect Documents

I am withdrawing the contract termination and I will work to negotiate an amended agreement.

Sent from my iPhone

On Jul 11, 2025, at 2:56 PM, Bryan Henderson [redacted] wrote:

photo

Bryan Henderson
Partner

[redacted]

If this is regarding a debt, please be aware that this is an attempt to collect a debt, and any information obtained will be used for that purpose.

EXHIBIT G

Outlook

RE: Atreon Settlement Negotiation; Protected Settlement Communication Pursuant to GA Code § 24-4-408 (2024)

From Manuel D. Cardona [redacted]

4 attachments (529 KB)

INV-04197.pdf; INV-03962.pdf; INV-04052.pdf; INV-04127.pdf;

Bryan,

Our client has authorized us to propose the following terms for settlement:

1. Atreon Orthopedics, LLC ("Atreon") will buy out Jeremy Smith's ("Mr. Smith") shares in Atreon and refund his investment, $250k. This amount will be credited to Health Connect Life Sciences, LLC ("Health Connect") outstanding balance of $283,975 (invoices attached) owed to Atreon. Leaving Health Connect with an outstanding balance of $33,975.00. Health Connect must pay the outstanding balance of $33,975.00 in full to Atreon within 30 days from execution of the settlement agreement;

2. Mr. Smith and Health Connect must release all claims against Atreon, Ronald Bracken ("Mr. Bracken"), RenovoDerm, or any other claims related to Atreon's products. Atreon and Mr. Bracken will in turn release Mr. Smith and Health Connect to the extent the specified payments in Items 1 and 3 are timely made and limited to the extent of claims and government investigations specified in Item 5;

3. Atreon agrees to forbear a "for cause" termination and agree to a 90-day without cause termination of the contract. Atreon agrees to continue to sell products to Health Connect during this 90 day period so long as Health Connect pays the amount specified in Item 1 and pays all invoices for products sold to Health Connect during the 90 day period;

4. Mr. Smith and Health Connect cease and desist sales/advertising of product to spine surgeons, or for other indications or specialties not approved on FDA label. Mr. Smith and Health Connect must also inform any medical providers that they have sold/advertised Atreon's products that the products cannot be used for off label services. Mr. Smith and Health Connect must also provide Atreon with a list of medical providers who provide offlabel services to whom they have advertised or sold Atreon's products.

5. Mr. Smith and Health Connect agree to indemnify, defend and hold harmless Atreon for any and all claims or government investigations initiated because of the use of Atreon's products by medical providers who provide offlabel services. This clause will be subject to greater detail in a final settlement agreement;

6. Mutual Confidentiality clause between the parties that is limited to the extent either party has to comply with a government investigation or lawsuit identified in item 5; and

7. Mutual non-disparagement clause.

Best,

Manny

Manuel D. Cardona
[redacted]

[redacted]

Subject: Re: Atreon Settlement Negotiation

Manny,

Thanks for clarifying your client's position regarding the contract. To be clear, the second portion about his agreement to negotiate a new distribution agreement is untrue? His intention is now only to negotiate a settlement of some sort? I'm not trying to be pedantic, but there is a real lack of clarity between your client's representations to us over the weekend and the current situation.

[redacted]

Regards,

Bryan Henderson
Partner
[redacted]

From: Manuel D. Cardona [redacted]

Subject: RE: Atreon Settlement Negotiation

Hi Bryan,

[redacted]

The termination has been rescinded for purposes of settlement talks. However, Atreon does not waive any of its rights to terminate this agreement again. You will hear from us tomorrow.

Best,

Manny Cardona

Manuel D. Cardona
Attorney
[redacted]

From: Bryan Henderson [redacted]

Subject: Atreon Settlement Negotiation

Manny,

I need an explanation **today** as to your client's position regarding the current contract with Health Connect. Has it been terminated? Has it been reinstated? Is it active? If terminated is that for cause or not for cause termination. The attached email suggests that it has been reinstated and as such is an active , and that your client has agreed to negotiate an amended agreement to replace the current one…

We need the following documentation **by close of business tomorrow** or suit will be filed:

- Documentation of the allegedly owed $283,000
- Explanation of the $250,000 share valuation
- Explanation of why Jeremy would have to sell his shares

[redacted]

Regards,

Bryan Henderson
Partner

[redacted]

From: Manuel D. Cardona [redacted]

Subject: RE: Atreon Orthopedics Dispute

Thank you Javier. It was great chatting with you and Bryan today. I understand your position regarding the complaint but just to be clear, the offer I conveyed over the phone is off the table if a lawsuit is filed. With that being said, we'll discuss with our client and get back to you as soon as possible.

Manuel D. Cardona
Attorney
[redacted]
Dickinson Wright PLLC

From: Javier Trejo [redacted]
Subject: RE: Atreon Orthopedics Dispute

Manuel,

Thank you for your time this afternoon. We've spoken with our client, and we stand by our assertion that we are prepared to proceed with filing our complaint. As you are aware, we have obligations to our client to fully evaluate any offer and ask that you please put the offer we discussed today in writing, as well as the following:

Regarding the $250,000 figure proposed for Jeremy's equity interest, we require a comprehensive valuation of Atreon, and all supporting documentation and methodology used to arrive at this figure. By the same token, your client's assertion that Jeremy owes $283,000 to the company must be substantiated with a detailed itemization of all claimed amounts, with supporting documents, and a clear explanation of how that number was reached.

We remain available to set up a call as needed to discuss further.

Best wishes,

Javier A. Trejo
Senior Associate
[redacted]

From: Manuel D. Cardona [redacted]

Subject: RE: Atreon Orthopedics Dispute

Thanks for the quick response. I'll give you a call at 2:30 tomorrow.

Manuel D. Cardona
Attorney
[redacted]

Dickinson Wright PLLC

180 E. Broad Street, Suite 3400, Columbus, OH 43215

From: Bryan Henderson [redacted]

Subject: Re: Atreon Orthopedics Dispute

We can talk tomorrow at 2:30. We will hold the filing at least till after the call.

To be clear though, our expectation is a new distribution agreement that limits Atreon to for cause termination, removes the non-compete if Atreon terminates, and rolls transfer pricing back to the levels prior to the first amended restated agreement.

Ronny publicly admitted that this entire disruption was a calculated ploy to get a better deal for Atreon. We're modifying the complaint to add these new claims. I'm providing this detail because I want these negotiations to be as efficient as possible. If we aren't able to come to terms then I don't want to unnecessarily delay filing.

Image removed by sender. photo

Bryan Henderson
Partner

[redacted]

If this is regarding a debt, please be aware that this is an attempt to collect a debt, and any information obtained will be used for that purpose.

This email, and any attachments, is intended only for use by the addressee(s) named and may contain legally privileged or confidential information, or both. If you are not the intended recipient of this email, you are notified that any dissemination, distribution or copying of this email, and any attachments, is prohibited. The unauthorized disclosure or interception of email is a federal crime. See 18 U.S.C. Section 2511. If you have received this email in error, please immediately notify me at [redacted]

From: Manuel D. Cardona [redacted]

Subject: Atreon Orthopedics Dispute

Good Afternoon Bryan,

I am writing to inform you Dickinson Wright PLLC represents Ronald Bracken and Atreon Orthopedics LLC. Please direct all future correspondence to me and let me know if you're available for a call tomorrow afternoon after 2:30pm ET to discuss this matter. It is our understanding Mr. Smith has threatened to file a lawsuit tomorrow. Please note our call is contingent on a lawsuit not being filed beforehand and that our clients have zero interest in reaching a resolution should a lawsuit be filed.

Best,

Manuel Cardona

Manuel D. Cardona
[redacted]
DICKINSON WRIGHT PLLC
180 E. Broad Street, Suite 3400, Columbus, OH 43215

The information contained in this e-mail, including any attachments, is confidential, intended only for the named recipient(s), and may be legally privileged. If you are not the intended recipient, please delete the e-mail and any attachments, destroy any printouts that you may have made and notify us immediately by

return e-mail. Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Thank you.
The information contained in this e-mail, including any attachments, is confidential, intended only for the named recipient(s), and may be legally privileged. If you are not the intended recipient, please delete the e-mail and any attachments, destroy any printouts that you may have made and notify us immediately by return e-mail. Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Thank you.
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EXHIBIT H

me Aug 12
to Kelly, Ronald

Hello,

I would like to place an order for 600 Rotium 2x2.
Please ship to 860 Johnson Ferry Rd Suite 140-337
Atlanta, Ga 30342 with Thursday delivery 8/14/25.
You may include shipping cost in invoice.

Thank you,

Jeremy

> On Jul 8, 2025, at 1:47 PM, Kelly Hendrix [redacted] wrote:
>
> Thanks Jeremy, order has been placed.
...

Kelly Hendrix Aug 12
to me, Ronald

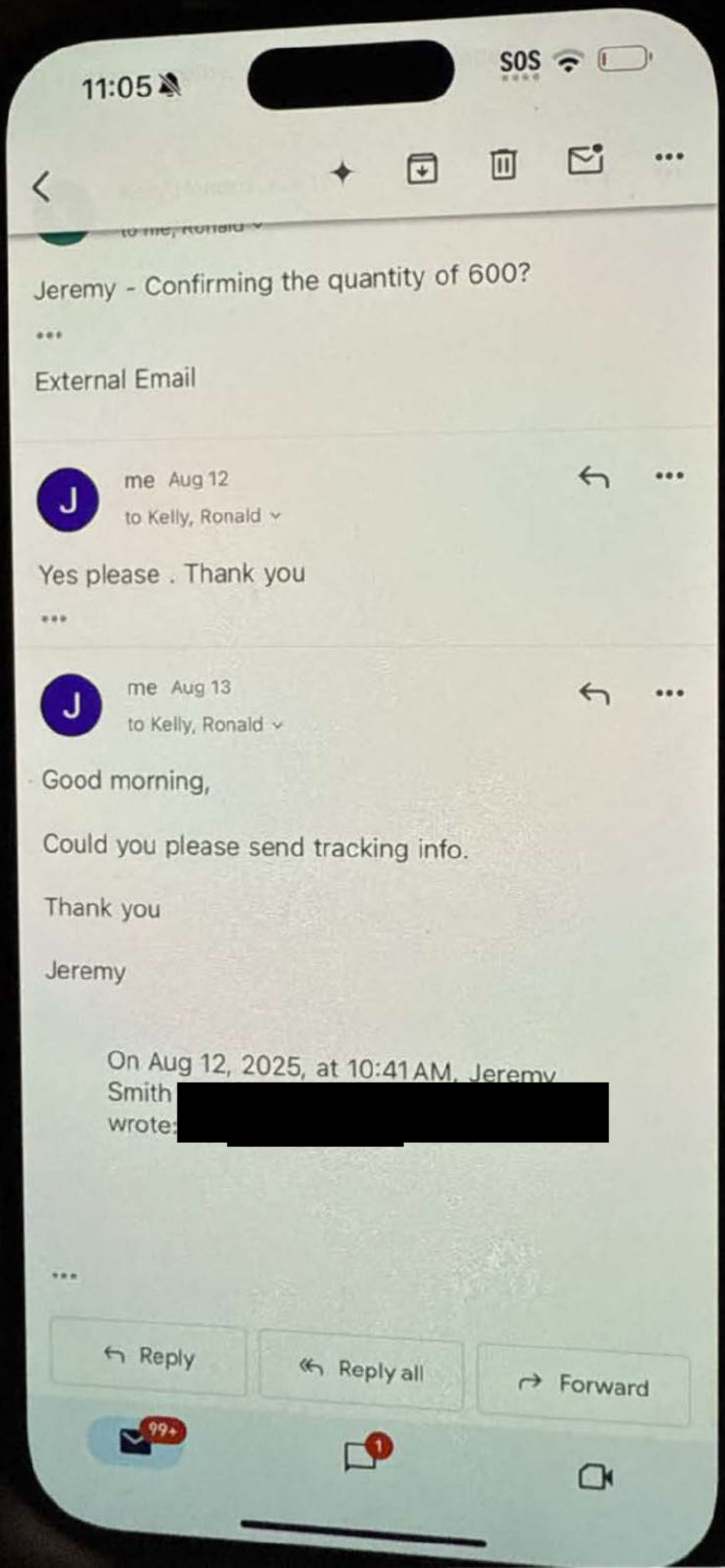
Jeremy - Confirming the quantity of 600?
...

External Email

me Aug 12
to Kelly, Ronald

Yes please . Thank you
...

Reply | Reply all | Forward


11:05
SOS
Jeremy - Confirming the quantity of 600?
External Email
me Aug 12
to Kelly, Ronald
Yes please . Thank you
me Aug 13
to Kelly, Ronald
Good morning,
Could you please send tracking info.
Thank you
Jeremy
On Aug 12, 2025, at 10:41 AM, Jeremy Smith
wrote:
Reply
Reply all
Forward

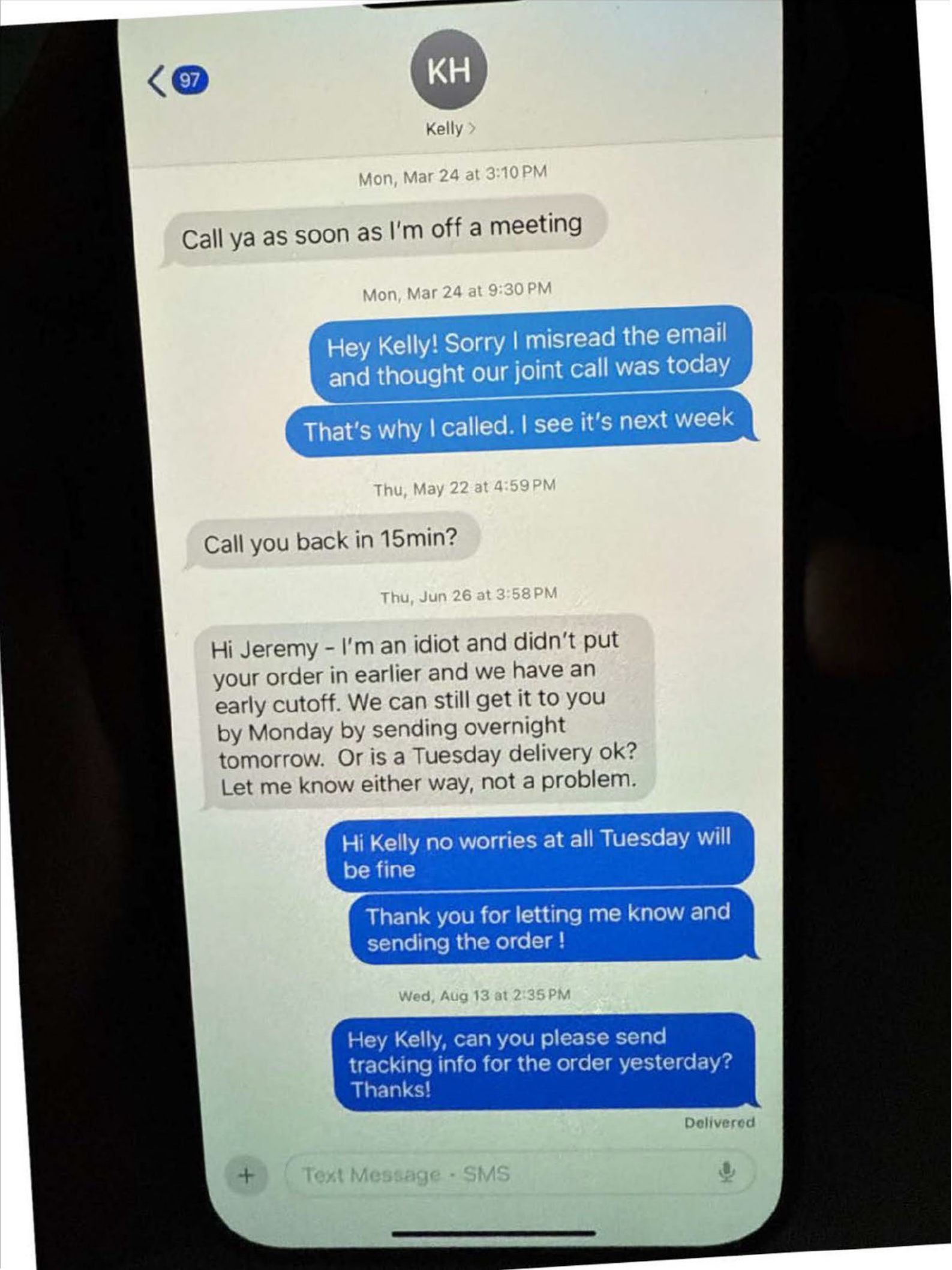

97
KH
Kelly
Mon, Mar 24 at 3:10 PM
Call ya as soon as I'm off a meeting
Mon, Mar 24 at 9:30 PM
Hey Kelly! Sorry I misread the email and thought our joint call was today
That's why I called. I see it's next week
Thu, May 22 at 4:59 PM
Call you back in 15min?
Thu, Jun 26 at 3:58 PM
Hi Jeremy - I'm an idiot and didn't put your order in earlier and we have an early cutoff. We can still get it to you by Monday by sending overnight tomorrow. Or is a Tuesday delivery ok? Let me know either way, not a problem.
Hi Kelly no worries at all Tuesday will be fine
Thank you for letting me know and sending the order !
Wed, Aug 13 at 2:35 PM
Hey Kelly, can you please send tracking info for the order yesterday? Thanks!
Delivered
Text Message · SMS

EXHIBIT I

From:	Manuel D. Cardona
To:	Bryan Henderson; Javier Trejo
Cc:	Brandon C. Hubbard
Subject:	RE: Atreon Settlement Negotiation; Protected Settlement Communication Pursuant to GA Code § 24-4-408 (2024)
Date:	Friday, August 15, 2025 2:24:21 PM
Attachments:	image006.png image007.png image009.png image012.png image014.png image686399.png image957106.png image687366.png HCLS Atreon Termination for Cause 8 15 2025.pdf

---

Good afternoon Bryan,

[redacted]

[redacted]

[redacted]

Lastly, Atreon cannot complete Health Connect's most recent order of 600 units because it creates financially unacceptable exposure for Atreon. Section 4.3.1 of the Agreement provides: "[a]ll orders are subject to acceptance by Atreon, in whole or in part, **at its reasonable discretion**. **Atreon shall have no liability to Distributor or to a proposed Customer for orders that are not accepted**; provided, however, that if Atreon has sufficient inventory to meet current and anticipated demand at the time an order is placed, Atreon shall not unreasonably reject any order for Products that does not require modifications or variance from Atreon's customary distribution and distribution procedures, or does not create, in its own estimation, **unacceptable financial exposure to Atreon**." Currently, Atreon does not have sufficient inventory to provide 600 units (an amount approximately

3 times Health Connect's largest prior order) because Atreon will not have sufficient inventory to support all its customers and will not have sufficient safety supply. Furthermore, Health Connect has informed Atreon it is at risk of being bankrupt and filing bankruptcy thereby causing Atreon great concern that Health Connect is unable to pay for this order. Health Connect's failure to pay would result in severe financial damage to Atreon, which has limited resources as a start-up company.

Best,

Manny Cardona

Manuel D. Cardona

Attorney

[redacted]

EXHIBIT J

August 15, 2025

Via Email and First-Class Mail

Health Connect Life Sciences, LLC
860 Johnson Ferry Road NE Suite 140-337
Atlanta, GA 30342
[redacted]

Re: ***NOTICE OF TERMINATION FOR CAUSE***

Dear Mr. Smith:

Please let this serve as Atreon Orthopedics LLC's ("Atreon") written notice of termination for cause pursuant to Section 9.2 of the Agreement entered between Atreon and Health Connect Life Sciences, LLC ("Health Connect") on January 1, 2025 ("Agreement"). Health Connect has breached the Agreement including but not limited to sections 3.3, 3.5, 8.1 and 8.2 of the Agreement.

Atreon and Health Connect originally entered a Health Connect agreement on February 21, 2020 and in 2022, entered into a stock and distribution agreement. On January 1, 2025, Atreon and Health Connect entered into the Agreement with terms favorable to Health Connect. For instance, Health Connect was granted exclusivity for the Territory, i.e., the whole state of Georgia. Pursuant to the Agreement, Health Connect agreed to provide a business plan by February 28, 2025:

ATREON
ORTHOPEDICS

EXHIBIT B

TERRITORY

Distributor's Territory is the following: **The State of Georgia.**

Distributor must provide a business plan detailing expansion targets with mutually agreed upon milestones. Distributor shall present the business plan to Atreon by February 28, 2025.

Health Connect has never provided this business plan nor did it ask for consent to an extension of time. Atreon's understanding is Health Connect has never tried to expand the Georgia business beyond healthcare facilities located in the Metropolitan Atlanta, Georgia area, nor has Health Connect initiated the product approval process at any additional hospital within the state of Georgia. *See* Section 8.1 ("Distributor will pursue commercially reasonable sales policies and procedures for the benefit of Atreon to realize the maximum sales potential for Products in the Territory."). In fact, Atreon placed Health Connect on notice of its breach on July 7, 2025, and Health Connect has taken zero action to submit the business plan.

In addition, Atreon has also learned from surgeons at Northside Hospital that Health Connect has been disparaging Atreon and its principals. On July 9, 2025, Atreon attended dinner with a doctor from Northside Hospital. The surgeon informed Atreon that Health Connect's Distributor Principal, Jeremy Smith ("Mr. Smith"), was waiting outside the operating room and ranted about Atreon canceling the Agreement and said he was going to sue Atreon. Mr. Smith also falsely told the surgeon he had spoken with another surgeon who called Atreon to voice his displeasure. This is false. No call ever occurred. Mr. Smith also told the surgeon he was going to dinner that evening with another surgeon and was going to ask him to stop using the Product.

Health Connect's failure to provide a business plan, failure to expand Product sales outside the Metropolitan Atlanta, Georgia area, and disparage Atreon is in clear violation of the Agreement:

> 9.2 TERMINATION FOR CAUSE
>
> This Agreement may be ***terminated*** immediately by either Party for cause, which shall include but not be limited to the following:

(a) A Party's failure to *promptly and adequately* perform the obligations under this Agreement.

…

(d) Conduct that tends to hold the other Party up to ridicule, diminish its reputation, or is disloyal to the other Party;

3.5 PERFORMANCE STANDARDS

At all times, Distributor shall conduct its business in an ethical and business-like manner and in such a way as to uphold the good will and reputation of Atreon and the Products. Distributor shall seek to develop new Customers and to expand distribution in the Territory, and shall exert commercially reasonable efforts to achieve optimum market penetration of the Products to Customers inside the Territory. Distributor shall, at its own expense, ensure that all regulations and requirements relating to the import, export, distribution, redistribution and commercialization of Products in the Territory are complied with, and, in all dealings in relation to the Products, Distributor shall indicate that Distributor is acting on its own account and not as an employee or partner of Atreon. ALL PROMOTION OF PRODUCTS BY DISTRIBUTOR IS TO BE CONSISTENT WITH THE PRODUCTS' RESPECTIVE PRODUCT LABELING PROVIDED BY MANUFACTURER.

Furthermore, Health Connect did not advise Atreon within a reasonable time that it lost some Customers (surgeons) and three sales representatives after Ben Chandler's departure from Health Connect. This is a violation of Section 8.2:

8.2 NOTICE OF CHANGE OF CIRCUMSTANCES

Within a reasonable time after becoming aware of such, Distributor will advise Atreon of:

(a) Any changes in the key personnel, organization or **status of any major Customer** of Distributor in the Territory;

(b) Any political, financial, legislative, industrial **or other events** in the Territory that could affect the mutual business interests of Distributor and Atreon, whether harmful or beneficial.

Atreon has learned Health Connect has been promoting and selling the Product to surgeons for off-label use, in violation of Section 3.3:

> 3.3 COMPLIANCE
> **Distributor represents and warrants that it will not promote the use of any Products outside of the specific labeling provided and approved by the FDA. Distributor agrees to complete Atreon's training regarding approved uses of the Products before engaging in any sales or promotion activity. Atreon will not defend or indemnify against any claim made against Distributor regarding off label promotion.**

Consequently, the Agreement is terminated effective August 15, 2025. Atreon reminds Health Connect of its responsibilities post-termination:

> 9.6 DISTRIBUTOR'S DUTIES UPON TERMINATION
>
> (a) Refrain from representing itself as a Distributor of Atreon or using any trademarks or trade names of Atreon or its Manufacturers;
>
> (b) Return to Atreon all advertising matter and other printed material in Distributor's possession or under Distributor's control containing or bearing any trademark or trade names of Atreon or Manufacturers; and,
>
> (c) Take all appropriate steps to remove and cancel Distributor's listing in telephone books, directories, public records, or elsewhere that state or indicate that Distributor is a Distributor of Atreon, Products or Manufacturers.
>
> (d) Distributor may, in accordance with the applicable terms and conditions of this Agreement, sell off its existing inventories of Products.

Furthermore, Atreon would like to work with Health Connect to develop a transition plan to ensure business continuity and product availability for the current surgeons. Health Connect may sell off existing inventory, however, Atreon will consider repurchase of some of the inventory. As part of this transition, Atreon needs to understand the surgeon demand and the outstanding inventory.

Sincerely,

Ronald L. Bracken

CEO

EXHIBIT K

PRIMESOUTH
BANK

PrimeSouth Bank
100 Ishie Ave Suite A
Bronson, FL 32621
primesouth.com

August 19, 2025

Account Balance Verification

Business Name: Health Connect Life Sciences LLC
Account: [redacted]
Balance as of 08/18/2025: $696,637.85

Sincerely,

Tina Thomas

Tina Thomas
Treasury Services Specialist
Treasury Department
[redacted]

Great Place To Work. Certified MAY 2025-MAY 2026 USA

EXHIBIT L

`TERM SHEET

The following are the terms of the proposed equity financing of Atreon Orthopedics LLC:

Company:	Atreon Orthopedics, LLC, a Delaware limited liability company (the "Company").
Security:	Class A Units (common voting shares).
Valuation:	$17.76 per Class A Unit ($35 million pre-money valuation of the Company).
Amount:	The total amount to be raised in the financing will be a maximum of $2,000,000.
Capitalization:	The Company's capitalization table is available in the investor data room or upon request.
Investors:	Equity subscriptions from qualified private investors will be accepted at the Company's discretion.
Purchase Agreement:	The investment shall be made pursuant to a Subscription Agreement reasonably acceptable to the Company and the investors, which agreement shall contain, among other things, appropriate representations and warranties of the Company and Investor, and reflecting the provisions set forth herein.
Nonbinding:	This term sheet represents only the current thinking of the parties with respect to certain of the major issues related to the proposed private offering and does not constitute a legally binding agreement.

* * *

This term sheet may be executed in counterparts, which together will constitute one document. Electronic signatures shall have the same legal effect as original signatures.

Investor: Health Connect Life Sciences LLC

By: DocuSigned by: 41D287321B61478...

Name: Jeremy Smith

Title: President

Company: Aleon Orthopedics LLC

By: DocuSigned by: Ronald Bracken E478D0C0EDB9420...

Name: Ronald Bracken

Title: CEO

ATREON ORTHOPEDICS LLC

(A DELAWARE LIMITED LIABILITY COMPANY)

SUBSCRIPTION PACKAGE
FOR U.S. SUBSCRIBERS

Atreon Orthopedics LLC

INSTRUCTIONS

This Subscription Package relates to the offering of Class A common voting Units of LLC membership interest (the "Class A Units") in Atreon Orthopedics LLC, a Delaware Limited Liability Company (the "Company"). Each prospective investor should read the Operating Agreement of the Company (as amended from time to time, the "Operating Agreement") and this Subscription Agreement (including all schedules attached thereto). Each prospective investor must complete all of the subscription documents included in this Subscription Package in the manner described below.

1. **Each subscriber must execute one (1) copy of the Subscription Agreement. Please execute only the signature page for your type of subscriber.**

2. **Each subscriber must complete and execute one (1) copy of the Investor Questionnaire. Please fill out and execute only for your type of subscriber.**

3. **Each subscriber must complete and execute one (1) copy of the Substitute Form W-9.**

As soon as possible following execution of this Subscription Agreement, each subscriber must wire funds, committed to under the Subscription Agreement to the Atreon Orthopedics LLC deposit account. Wire transfer instructions will be provided by the Company.

Inquiries regarding the completion of this Subscription Package should be directed to Ronald Bracken, email: [redacted]

FAILURE TO COMPLY WITH THE INSTRUCTIONS CONTAINED HEREIN WILL CONSTITUTE AN INVALID SUBSCRIPTION THAT MAY RESULT IN THE REJECTION OF YOUR SUBSCRIPTION PACKAGE.

Atreon Orthopedics LLC
5164 Blazer Pkwy
Dublin, Ohio 43017

Re: Purchase of Class A Units in Atreon Orthopedics LLC

Ladies and Gentlemen:

The undersigned (the "Purchaser") hereby subscribes to purchase Class A Units (as set forth on the signature page hereto) of Atreon Orthopedics LLC, a Delaware Limited Liability Company (the "Company"), by making a capital contribution in the amount set forth on the signature page hereof. Each holder of such Class A Units is hereinafter referred to as a "Member". The Class A Units available for purchase under the terms set out herein are referred to herein as the "Class A Units". This subscription may be rejected by the Board of Managers (as such term is defined in the Operating Agreement) in its sole discretion. This subscription agreement is referred to herein as the "Subscription Agreement".

Such purchase of Class A Units is subject to the terms and conditions set forth in the Operating Agreement. The Operating Agreement is incorporated herein by this reference and all terms used and not otherwise defined in this Subscription Agreement have the meanings ascribed to them in the Operating Agreement. Purchaser must make capital contributions as committed below, subject to waiver by the Board of Managers in its sole discretion. Such purchase of Class A Units is also subject to the following paragraphs.

1. Purchase. Subject to the terms and conditions hereof, Purchaser hereby irrevocably agrees to make a capital contribution in the amount set forth on the signature page hereof.

2. Representations and Warranties. Purchaser hereby makes the following representations and warranties to the Company and Purchaser agrees to indemnify, hold harmless, and pay all judgments of and claims against the Company from any liability or injury, including, but not limited to, that arising under federal or state securities laws, incurred as a result of any misrepresentation herein or any warranties not performed by Purchaser.

(a) Purchaser is the sole and true party in interest and is not purchasing for the benefit of any other person.

(b) Purchaser has read, analyzed, and is familiar with the Operating Agreement, this Subscription Agreement and the Investor Questionnaire and has retained copies of all such documents.

(c) Purchaser has read, analyzed, and is familiar with "WHO MAY INVEST", attached hereto as Schedule 1 and made a part hereof, and Purchaser hereby warrants that Purchaser is an accredited investor as described therein.

(d) Purchaser has received all additional documents requested and has been afforded the opportunity to ask questions of and receive answers from the Company and the Board of Managersconcerning the terms of the offering of the Class A Units and to verify the accuracy of the information set forth in this Subscription Agreement.

(e) In making a decision to purchase the Class A Units, Purchaser has relied exclusively upon information provided in the Operating Agreement, this Subscription Agreement and Purchaser's own independent investigation and has not relied upon any information, written or oral, not contained in this Subscription Agreement or the Operating Agreement.

(f) The offer to sell the Class A Units was directly communicated to Purchaser on behalf of the Company by a representative of the Company. At no time was Purchaser presented with or solicited by or through any article, notice or other communication published in any newspaper or other leaflet, public promotional meeting, television, radio or other broadcast or transmittal advertisement or any other form of general advertising.

(g) Purchaser is authorized and duly empowered to purchase and hold the Class A Units, has its residence or principal place of business at the address set forth on the signature page and has not been formed for the specific purpose of purchasing the Class A Units.

(h) The Class A Units are being purchased solely for Purchaser's own account for investment, and are not being purchased with a view to the resale, distribution, subdivision or fractionalization thereof.

(i) Purchaser understands that the Class A Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other state securities laws in reliance upon exemptions from

registration for non-public offerings. Purchaser understands that the Class A Units or any interest therein may not be, and agrees that the Class A Units or any interest therein will not be, resold or otherwise disposed of by Purchaser unless the Class A Units are subsequently registered under the Securities Act and under appropriate state securities laws or unless the Company receives an opinion of counsel satisfactory to it that an exemption from registration is available.

(j) Purchaser is aware that an investment in the Class A Units is highly speculative and subject to substantial risks, including those risks set forth in *"*RISK FACTORS*"*, attached hereto as Schedule 2 and made a part hereof. Purchaser is capable of bearing the high degree of economic risk and burdens of this venture, including, but not limited to, the possibility of the complete loss of all funds invested, the loss of any anticipated tax benefits, the lack of a public market, the unavailability of redemption for the Class A Units, and limited transferability of the Class A Units that may make the liquidation of this investment impossible for the indefinite future. Purchaser further understands and acknowledges that no federal or state agency has made any finding or determination as to the fairness of the Class A Units for investment or any recommendation or endorsement of the Class A Units.

(k) None of the following information has ever been represented, guaranteed, or warranted to Purchaser expressly or by implication, by a broker dealer, the Company, or any agents, affiliates or employees of the foregoing, or by any other person:

(i) The approximate or exact length of time that Purchaser will be required to hold the Class A Units;

(ii) The percentage of profit and/or amount of or type of consideration, profit or loss to be realized, if any, as a result of an investment in the Class A Units; or

(iii) That the past performance or experience of the Company or the Board of Managers, or their respective associates, agents, affiliates, or employees, or any other person, will in any way indicate or predict economic results in connection with the purchase of the Class A Units.

(l) The information set forth in the Investor Questionnaire and executed by Purchaser is true, correct and complete.

(m) Purchaser, on behalf of themselves and their respective affiliates, acknowledge and agree that, as a part of their due diligence of the Company, certain confidential information of the Company (the "Confidential Information") has been and will be disclosed. Purchaser will each hold, and direct their affiliates to hold, in confidence and not disclose (except to such Purchaser's (or any of their affiliates') employees, directors, officers, trustees, agents, accountants, attorneys, other advisors and equity holders in connection with its investment in the Company) or use the Confidential Information, except: (a) as required to fulfill the rights and obligations of a Member; (b) as authorized in writing by the Board of Managers; or (c) as required by law, rule, regulation or court order. Purchaser, on behalf of themselves and their respective affiliates, acknowledges that, in the event of such disclosure to a third party, other than a disclosure required by law, such third party shall be required to maintain the confidentiality of the Confidential Information to the same extent as Purchaser. Purchaser has not distributed this Subscription Agreement to anyone other than Purchaser's legal, tax, accounting or other investment advisors.

(n) Purchaser hereby agrees to indemnify and hold harmless the Company, its Board of Managers, persons who participated in the preparation of this Subscription Agreement, any other person participating in the offering or the management and operation of the Company, and all of their respective affiliates, from and against any and all liability, damage, cost (including legal fees and court costs) and expense incurred on account of or arising out of:

(i) Any inaccuracy in the declarations, representations, and warranties set forth herein, or in the Investor Questionnaire;

(ii) The disposition of any of the Class A Units by Purchaser in contravention of to the foregoing declarations, representations and warranties; and

(iii) Any action, suit or proceeding based upon (A) the claim that said declarations, representations or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; (B) the disposition of any of the Class A Units; or (C) the breach by Purchaser of any part of this Subscription Agreement.

3. Setoff. Notwithstanding the provisions of the last preceding Section or the enforceability thereof, the undersigned hereby grants to the Company the right to setoff against any amounts payable by the Company to the undersigned, for whatever reason, of any and all damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) which are incurred on account of or arising out of any of the items referred to in clauses (i) through (iii) of Section 2(n).

4. Anti-Money Laundering Compliance, Representations and Warranties. It is the policy of the Board of Managers and the Company to comply with all anti-money laundering laws and regulations to which the Board of Managers or the Company is or becomes subject in order to prevent, detect and deter money laundering and terrorist financing activities and other similar illegal activities. Accordingly, Purchaser hereby agrees to the following terms set forth in this Section.

(a) Purchaser represents and warrants that acceptance by the Board of Managers of this Subscription Agreement, together with the acceptance of the appropriate remittance, will not breach any applicable rules and regulations designed to avoid money laundering. Specifically, Purchaser represents and warrants that all evidence of identity provided is genuine and all related information furnished is accurate. Purchaser represents and warrants that Purchaser is subscribing for Class A Units of the Company for its own account, risk and beneficial interest; Purchaser is not acting as agent, representative, intermediary/nominee, derivatives counterparty or in any similar capacity for any other person; no other person will have a beneficial or economic interest in the Class A Units; and Purchaser does not have any intention or obligation to sell, distribute, assign or transfer all or a portion of the Class A Units to any other person.

(b) Purchaser represents and warrants that: (i) it is not, and is not acting on behalf of, a Senior Foreign Political Figure,[1] any Member of the Immediate Family of Senior Foreign Political Figure,[2] or any Close Associate of a Senior Foreign Political Figure;[3] (ii) it is not resident in, or organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act[4] as warranting special measures due to money laundering concerns; and (iii) its funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank,[5] a bank operating under an offshore license that prohibits it from conducting banking business with residents of the country issuing the license, or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.[6]

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1 *"Senior Foreign Political Figure"* means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned commercial enterprise. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure.

2 The *"Immediate Family of a Senior Foreign Political Figure"* typically includes a Senior Foreign Political Figure's parents; siblings; spouse and spouse's parents and siblings; and children.

3 A *"Close Associate of a Senior Foreign Political Figure"* is a person who is widely and publicly known internationally to maintain an unusually close relationship with a Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.

4 *"USA PATRIOT Act"* means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 (Pub. L. No. 107-56).

5 *"Foreign Shell Bank"* means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate. *"Foreign Bank"* means an organization that: (i) is organized under the laws of a foreign country; (ii) engages in the business of banking; (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (iv) receives deposits to a substantial extent in the regular course of its business; and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank. *"Physical Presence"* means a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank: (i) employs one or more individuals on a full-time basis; (ii) maintains operating records relating to its banking activities; and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities. *"Regulated Affiliate"* means a Foreign Shell Bank that: (i) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a foreign country, as applicable; and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

6 *"Non-Cooperative Jurisdiction"* means any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action

(c) Purchaser acknowledges and agrees that the Company prohibits any investment, directly or indirectly, by or on behalf of the following persons or entities (each, a "Prohibited Purchaser"): (i) a person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control; (ii) a Foreign Shell Bank; (iii) a person or entity resident in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction, (iv) a person or entity whose name appears on any other list of prohibited persons and entities as may be mandated by applicable law or regulation; or (v) a person or entity whose name appears on any other list of prohibited persons and entities as may be provided to Purchaser by the Board of Managers. Purchaser represents, warrants and covenants that neither Purchaser, nor any person controlling, controlled by, or under common control with Purchaser, nor any person having a beneficial interest in Purchaser, is a Prohibited Purchaser, and that Purchaser is not investing and will not invest in the Company on behalf of or for the benefit of any Prohibited Purchaser. Purchaser agrees to promptly notify the Company and the Board of Managers of any change in information affecting this representation, warranty and covenant. Purchaser acknowledges that if, following its investment in the Company, the Board of Managers reasonably believes that Purchaser is a Prohibited Purchaser, or has otherwise breached any material representation, warranty or covenant hereunder, the Board of Managers may be obligated to freeze its investment, either by prohibiting additional investments, declining any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or its investment may immediately be redeemed, and it shall have no claim against the Company, the Board of Managers or their respective principals or affiliates for any form of damages or liabilities as a result of any of the aforementioned actions.

(d) Purchaser acknowledges and agrees that any redemption proceeds paid to it will be paid to the same account from which its investment in the Company was originally remitted, unless the Board of Managers, in its sole discretion, agrees otherwise.

(e) Purchaser acknowledges and agrees that the Board of Managers may release confidential information about it and, if applicable, any underlying purchaser or beneficial owner thereof, to regulatory, self-regulatory and/or law enforcement authorities, if the Board of Managers, in its sole discretion, determines to do so.

(f) Purchaser acknowledges that due to applicable anti-money laundering laws and regulations, the Board of Managers may require further information or representations from Purchaser before Purchaser's subscription documents can be processed, including, without limitation, further information or representations regarding the identification of Purchaser and the source of its funds. Purchaser agrees to promptly provide any information or representations deemed necessary by the Board of Managers, in its sole discretion, to comply with its anti-money laundering program and related responsibilities from time to time.

(g) Purchaser shall hold harmless and indemnify the Board of Managers, the Company and their respective principals and affiliates from and against any loss, damage, expense, liability or reasonable attorneys' fees arising out of or related to Purchaser's breach of any term set forth in this Subscription Agreement, or action or inaction by the Board of Managers or the Company, relating to or in any way connected with anti-money laundering matters. In the event of delay or failure by Purchaser to produce any information or representations required for verification purposes, the Board of Managers may, until such proper information or representations have been provided, take such actions as it in its sole discretion deems necessary, including, without limitation, refusing to accept Purchaser's subscription documents and the funds relating thereto, refusing additional subscriptions and/or refusing or delaying acceptance of a request for redemption.

5. Transferability of Subscription Agreement. Purchaser agrees not to transfer or assign the obligations or duties contained in this Subscription Agreement, or any of Purchaser's interest herein.

6. Regulation D. Notwithstanding anything herein to the contrary, every person or entity who, in addition to or in lieu of Purchaser, is deemed to be a purchaser pursuant to Regulation D promulgated under the Act, or otherwise, does hereby make and join in the making of all the covenants, representations and warranties made by Purchaser.

7. Acceptance. Execution and delivery of this Subscription Agreement shall constitute Purchaser's irrevocable offer to purchase the Class A Units indicated, which offer may be accepted or rejected by the Company in its

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Task Force on Money Laundering ("FATF"), of which the United States is a Member and with which designation the United States representative to the group or organization continues to concur.

discretion for any cause or for no cause. Acceptance of this offer by the Company shall be indicated by the execution hereof by the Company.

8. Binding Agreement. Purchaser agrees that Purchaser may not cancel, terminate or revoke this Subscription Agreement or any agreement Purchaser makes hereunder, and that this Subscription Agreement shall survive upon the death of Purchaser and shall be binding upon and inure to the benefit of Purchaser's successors, assigns and legal representatives.

9. Incorporation by Reference. The statement of the amount of the capital commitment of Purchaser and related information set forth on the signature page are incorporated as integral terms of this Subscription Agreement.

10. Notices. Notices and other communications under this Subscription Agreement shall be in writing and shall be deemed delivered when received or, if by U.S. mail, when deposited in a regularly maintained receptacle, by certified first class mail, postage prepaid, addressed:

(a) if to Purchaser, at the address shown on the signature page hereof unless Purchaser has advised the Company, in writing, of a different address as to which notices shall be sent under this Subscription Agreement; and

(b) if to the Company, at the address first above stated, to the attention of Ronald Bracken, CEO or to such other address or to the attention of such other person as the Company shall have furnished to Purchaser.

11. Investment Advice. Purchaser has had the opportunity to consider the terms of this Subscription Agreement and the content of the Operating Agreement with Purchaser's legal, tax, accounting and other professional advisers and counsel and has either obtained their legal counsel and advice in connection with Purchaser's execution hereof or does hereby expressly waive its right to seek such legal counsel and advice in connection with this transaction.

12. Miscellaneous. This Subscription Agreement, the Operating Agreement, and the documents and agreements referenced herein and therein embody the entire agreement and understanding between the Company and the other parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. It is the intent of the parties hereto that all questions with respect to the construction and interpretation of this Subscription Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws thereof that would call for the application of the substantive law of any jurisdiction other than the State of Delaware. Each of the parties hereto hereby irrevocably and unconditionally (a) submits to the jurisdiction of the federal or state courts located in the Columbus, Ohio Court of Common Pleas, with respect to any legal action or proceeding arising out of or relating to this Subscription Agreement or the Operating Agreement; (b) agrees that any claims with respect to such action or proceeding shall be heard or determined only in such court; (c) agrees not to bring any action or proceeding arising out of or relating to this Subscription Agreement in any other court unless or until such court has finally refused to exercise jurisdiction; and (d) waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. The headings in this Subscription Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. This Subscription Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

13. Power of Attorney. Purchaser, by executing this Subscription Agreement, hereby irrevocably constitutes and appoints the Board of Managers and its duly appointed officers, managers and agents, with full power of substitution, as Purchaser's true and lawful attorney-in-fact in name, place and stead to execute and sign the Operating Agreement. The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable and shall survive the death of Purchaser.

Atreon Orthopedics LLC

SUBSCRIPTION AGREEMENT
SCHEDULE 1: WHO MAY INVEST

The Class A Units are being offered through this Subscription Agreement without registration under the Securities Act pursuant to exemptions from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder.

Suitable Investors Generally

The Class A Units are being offered without registration under the Securities Act, pursuant to the exemptions provided by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated by the Securities and Exchange Commission. This Subscription Agreement will be accepted only from subscribers who are "accredited investors" within the meaning of Regulation D. The Board of Managers may accept or reject any investor's subscription in its sole discretion.

The term "Accredited Investor" includes any of the following persons:

1. Any natural person whose net worth, or joint net worth with that person's spouse, at the time of the purchase is at least $1,000,000 (excluding the net value of the natural person's primary residence);

2. Any natural person who had individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, partnership, business trust or other entity if it has total assets in excess of $5,000,000 and was not formed for the specific purpose of acquiring Class A Units in the Company; and

4. Any limited liability companies in which the equity owners are all "Accredited Investors".

Prospective Investor Representations

Each subscriber will be required to make certain representations concerning the subscriber's suitability for investing in the Company that are contained in the subscription documents which the subscriber will be required to complete and furnish to the Board of Managers to subscribe for Class A Units. The Board of Managers, in its discretion, may require independent verification of the accuracy of the information and representations provided by subscribers in order to assure compliance with applicable federal and state securities laws. The Board of Managers will have sole discretion regarding acceptance of any subscribers into the Company.

Atreon Orthopedics LLC

SUBSCRIPTION AGREEMENT
SCHEDULE 2: RISK FACTORS

Prospective investors should carefully consider the following risk factors, together with all of the other information included in this Subscription Agreement, before deciding to subscribe for Class A Units. As a result of these factors, as well as other risks inherent in any investment, there can be no assurance that the Company will be able to meet its business objectives or otherwise be able to successfully carry out its investment program.

AN INVESTMENT IN THE COMPANY INVOLVES A NUMBER OF SIGNIFICANT RISK FACTORS. IN ADDITION TO THOSE FACTORS SET FORTH BELOW, SUBSCRIBERS SHOULD CAREFULLY CONSIDER THE ELEMENTS OF RISK INHERENT IN THE INTERESTS BEING OFFERED. SUBSCRIBERS ARE URGED TO CONSULT THEIR OWN TAX AND FINANCIAL COUNSEL IN RELATION TO THIS OFFERING.

THE INTERESTS OFFERED HEREBY ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK.

EARLY STAGE INVESTMENTS

Risk of Early Stage Investments. While early stage investments offer the opportunity for significant gains, such investments also involve a high degree of business and financial risk and can result in substantial losses, including the risk of loss of the entire investment. Among these risks are the general risks associated with investing in companies at an early stage of development or with little or no operating history, companies operating at a loss or with substantial variations in operating results from period to period, and companies with the need for substantial additional capital to support expansion or to achieve or maintain a competitive position. Such companies may face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing, and service capabilities, and a larger number of qualified managerial and technical personnel. Investments in companies at an early stage of development also risk dilution through subsequent financing rounds and other actions such as the granting of stock, options and warrants to management or other parties.

RISKS: COMPANY OPERATIONS

Lack of Operating History. The Company is a newly formed entity and, accordingly, has little or no operating history upon which potential investors can evaluate the Company's likely performance. Although the partners and affiliates of the Company may have experience operating other businesses, there can be no assurance that the performance of those activities will be reflective of the future performance of the Company or any subsidiaries of the Company. There is no assurance that the past performance by the Members of the Board of Managers or any of their affiliates will be indicative of the Company's future results. In addition, there can be no assurance that the Company will be profitable or that investors will receive any distributions from the Company.

Limited Voting Rights. Any Member may have very limited voting rights as a Member of the Company. A Member will neither have the right to vote on the direction to deploy capital to the Company's operations, nor the management of the day-to-day operations of the Company. The management of the Company will be left to the sole discretion of the Board of Managers in accordance with the Operating Agreement. Additionally, such Board of Managers may only be removed under limited, specified circumstances.

Side Letter Agreements. The Board of Managers may enter into a side letter or other similar agreement with a particular Member in connection with its admission to the Company as a Member without the approval of any other Member. The side letters would have the effect of establishing rights under or altering or supplementing the terms of the Operating Agreement with respect to such Member in a manner more favorable to such Member than those applicable to other Members. Any rights or terms so established in a side letter with a Member will govern solely with respect to such Member and will not require the approval of any other Member notwithstanding any other provision of the Operating Agreement.

Management under Nanofiber Solutions and Potential Conflicts of Interest: Nanofiber Solutions, LLC, the technology licensor, is a Member of the Company and currently provides management and development services to the Company. Nanofiber Solutions, LLC, may engage in transactions with the Company that present a potential conflict of interest.

Phantom Income. There can be no assurance that the Company will have sufficient cash flow to permit it to make distributions in the amount necessary for Members to pay all tax liabilities resulting from their ownership of the Class A Units.

Lack of Liquidity of Portfolio Investments. The Company's investment portfolio will consist of investments in private companies. There may be no readily available market for the Company's investments and most of the Company's investments will be difficult to value. The securities in which the Company will invest may be among the most junior in a portfolio company's structure, and thus subject to the greatest risk of loss.

Inability to Find Investments. Lack of a sufficient universe of businesses meeting the investment criteria established for the Company could affect the Company's ability to fully invest its capital or to obtain desired returns on its investments. The success of the Company depends on the identification and availability of suitable investment opportunities. The availability of such investment opportunities will be subject to market conditions and other factors outside the control of the Company.

Cybersecurity. In the ordinary course of business, the Company collects and stores sensitive data, including proprietary business information about the Company and that of businesses in which the Company has invested capital as well as personally identifiable information of our employees and the employees of portfolio company, which date is stored in data centers and on Company networks. The secure maintenance of this information is critical to the Company's operations and business strategy. Despite routine security measures, the Company's information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise the Company's networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, and regulatory penalties, disrupt the Company's operations and damage the Company's reputation, which could adversely affect the Company's operations and financials.

General Economic and Other Conditions. The Company's business and financial conditions may be adversely affected from time to time by such matters as changes in general economic, industrial and international conditions, changes in local, state, and federal taxes, dynamic prices and production costs, utility rate changes, employment and human resources issues, leasing and real estate market, gasoline prices, other factors of a general nature that are beyond the control of the Company.

RISKS: FINANCING

Additional Funds; Dilution. Additional financing may be needed to execute the Company's business plan. There can be no assurance that additional financing will be available if required and, if available, that it will be on terms satisfactory to the Company. Although existing Members will have a right to participate in future offerings of the Company securities, future financings may be dilutive to existing Members that choose not to participate.

Lack of Cash Distributions. There can be no assurance that there will be any cash distributions made to the Members of the Company or that any cumulative cash distributions by the Company will equal or exceed the amounts invested by a purchaser of Class A Units.

Restrictions on Transferability; Lack of Liquidity. The Class A Units have not been registered under the Securities Act or any applicable state securities laws and may not be resold unless they are subsequently registered under the Securities Act and such state securities laws or exemptions from otherwise applicable registration requirements are available. The investors in the Company have no right to require such registration. No public or other market exists for the Class A Units, nor is such a market likely to develop. The Company does not intend to apply for listing of the Class A Units on any securities exchange. The transferability of the Class A Units is specifically restricted under the Operating Agreement.

RISKS: OFFERING

Non-Disclosure Pursuant to the Securities Exchange Act of 1934. The Company is not required to provide disclosure pursuant to the Securities & Exchange Act of 1934. As such, the Company is not required to file quarterly or annual reports. In addition, the Company is not required to prepare proxy or information statements; the Company will be subject to only limited portions of the tender offer rules; officers, directors, and more than ten percent (10%) shareholders ("insiders") are not required to file beneficial ownership reports about their holdings in the Company.

Federal and State Securities Laws; Absence of Regulation Applicable to the Company. The Company has not registered this offering under the Securities Act in reliance on the exemptive provisions of Section 4(a)(2) of the Securities Act and Regulation D promulgated by the SEC. The Company also has relied on exemptions from securities registration requirements under applicable state securities laws. Investors in the Company, therefore, will not receive any of the benefits that registration may be deemed to afford. The Company does not intend to register as an "investment company" under the Investment Company Act pursuant to an exemption therefrom. The Board of Managers does not intend to register as an "investment adviser" under the Investment Advisers Act pursuant to an exemption therefrom. Investors in the Company, therefore, will not have the protections that may be deemed to be afforded to investors under those acts.

Offering Price. The offering price has been arbitrarily determined by the Company and may not bear any relationship to assets acquired or to be acquired or the book value of the Company or any other established criteria or quantifiable indicia for valuing a business. The Company does not represent that the Class A Units have or will have a market value equal to their offering price or that the Class A Units could be resold (if at all) at their original offering price.

Projections. Any estimates or projections as to events that may occur in the future including projections of revenue, expense and net income provided by the Company or any supplemental offering documents are based upon the best judgment of the Board of Managers. Whether or not such estimates or projections may be achieved will depend upon the Company achieving its overall business objectives and the availability of funds, including funds from the sale of the Class A Units. The estimates and projections necessarily make numerous assumptions with respect to performance, general business and economic conditions, and other matters, most of which are beyond the Company's control. There is no guarantee that any projection will be attained. Actual results may vary from the projections and such variations may be material.

RISKS: MANAGEMENT

Reliance on Board of Managers. The Board of Managers will be relying to a substantial extent on the experience, relationships, expertise of the key executives of the Company. The loss of the services of any of the key executives of the Company or the Members of the Board of Managers could have a material adverse effect on the Company's operations. There can be no assurance that the Board of Managers or the Company will be able to attract and hire suitable replacements in the event of any such loss of services.

Lack of Management Control by Members. The Members will have no right or power to take part in the management or control of the business of the Company. The Business will be managed solely by the Board of Managers. Please see the Operating Agreement for additional information.

RISKS: LEGAL DISCLOSURE

Limited Employment of Counsel. Legal counsel for the Company does not represent the potential Members in connection with the business of the Company or any offering of Class A Units, and such counsel disclaims any fiduciary or attorney-client relationship with the investors. Potential Members should obtain the advice of their own legal counsel regarding legal matters. Legal counsel for the Company was not requested to, and did not attempt to, verify or confirm any statement contained in this Subscription Agreement and the schedules and exhibits hereto regarding the Company or its affiliates.

PURSUANT TO U.S. TREASURY DEPARTMENT CIRCULAR 230, THE COMPANY IS INFORMING PROSPECTIVE INVESTORS THAT: (A) THIS SUMMARY IS NOT INTENDED AND WAS NOT WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE U.S. FEDERAL TAX LAWS THAT MAY BE IMPOSED ON THE TAXPAYER; (B) THIS SUMMARY WAS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) EACH TAXPAYER SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Atreon Orthopedics LLC

SUBSCRIPTION AGREEMENT
SIGNATURE PAGE

(FOR ENTITIES ORGANIZED AS CORPORATIONS OR LIMITED LIABILITY COMPANIES)

Total Commitment: $ 100,000.00

Number of Class A Units (One Unit = $17.76): 5,631 Class A Units

Company Details

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Name of company
Health Connect Life Sciences LLC

State that company Filed Its Articles of Incorporation
Georgia

Taxpayer Identification Number
[redacted]

Business Street Address
860 Johnson Ferry Rd Suite 140-337 Atlanta, Ga 30342

Business City, State, Zip Code
Jeremy Smith

Print or Type Name of Manager/Director

DocuSigned by:
[signature]
41D28792216178...

Signature of Manager
Jeremy Smith President

Title(s)
[redacted]

Email Address **(if acceptable means of correspondence/notice from the Company)**

Subscription accepted:

Company: Atreon Orthopedics LLC

Atreon Orthopedics legal counsel reviewed.

DS
DM

DocuSigned by:
Ronald Bracken
E478D0C0EDB9420...

By:
Name: Ronald Bracken
Title: CEO

ATREON ORTHOPEDICS LLC

INVESTOR QUESTIONNAIRE

To: Prospective Purchasers of Class A Units of Atreon Orthopedics LLC, a Delaware Limited Liability Company.

Instructions: This Questionnaire is addressed to investors to determine whether such investor is "accredited," as that term is defined pursuant to Regulation D under the Securities Act of 1933. **Please check the box in the category that is the basis of your accredited investor status.**

Name of Purchaser: Health Connect Life Sciences LLC (Print Name)

DocuSigned by: 41D287321B61478...

(Signature)

Date: 10/6/2022

Check Applicable Box	Qualification
☐	A natural person who (individually or with a spouse) has a net worth of $1,000,000 or more (excluding the value of your primary residence) (any recourse debt secured by your personal residence may also be excluded from this calculation, however, recourse debt in excess of the fair market value of your personal residence must be subtracted from your net worth calculation).
☐	A natural person who had "income" of $200,000 in each of last two years and reasonably expects to have "income" of $200,000 in the current year.
☐	A natural person who had joint "income" with a spouse of $300,000 in each of last two years and reasonably expects to have joint "income" with a spouse of $300,000 in current year.
☒	Any limited liability company in which all of the equity owners are "Accredited Investors".
☐	Any irrevocable trust that has total assets in excess of $5,000,000 not formed for the specific purpose of acquiring Class A Units in Atreon Orthopedics LLC and whose purchase is directed by a "sophisticated person" (see definition below).
☐	Any revocable trust (i) that has total assets in excess of $5,000,000 not formed for the specific purpose of acquiring Class A Units in Atreon Orthopedics LLC and whose purchase is directed by a "sophisticated person" (see definition below), or (ii) in which all of trust grantors are themselves "Accredited Investors".

For purposes of this Investor Questionnaire, a Sophisticated Person is defined as a person who has sufficient knowledge and experience in financial and business matters and that he/she is capable of evaluation the merits and risks of the prospective investment.

ATREON ORTHOPEDICS LLC

TAXPAYER CERTIFICATION

SUBSTITUTE FORM W-9

EXPLANATION:

1. Under Section 1446 of the Internal Revenue Code (the *"*Code*"*), an entity treated as a partnership for federal income purposes (including a limited liability company) must pay a withholding tax to the Internal Revenue Service (the *"*IRS*"*) with respect to a foreign partner's or Member's allocable share of the entity's taxable income that is "effectively conducted" with the conduct of a U.S. trade or business. ***To avoid withholding of your share of the Company's taxable income, you must certify that you are not a foreign person.***

2. Under Code Section 3406, a payor of interest (and certain other payments) must deduct and withhold a tax equal to 28 percent (or such other rate as may be applicable) of such payment if the payee who is subject to backup withholding. A payee is subject to backup withholding if (a) the payee fails to furnish and certify to the payor, under penalties of perjury, his taxpayer identification number (*"*TIN*"*); (b) the IRS notifies the payor that the TIN furnished by the payee is incorrect; (c) the IRS notifies the payor of the payee's underreporting of dividends or interest on his tax return; and/or (d) the payee fails to certify to the payor, under penalties of perjury, that the payee is not subject to withholding due to the payee's underreporting of interest or dividends on his tax return.

INSTRUCTIONS:

1. THIS CERTIFICATION MUST BE COMPLETED BY THE PURCHASER AND ANY CO-PURCHASER.

2. By signing this form:

- **a.** the purchaser, if an entity, represents that the person signing this form has been authorized to do so on its behalf;
- **b.** the purchaser or co-purchaser (if applicable) agrees to notify the Company within 60 days of the date on which the purchaser or co-purchaser becomes a foreign person; and
- **c.** the purchaser and co-purchaser (if applicable) understand that these certifications may be disclosed by the Company to the IRS and that any false statement could be punished by fine, imprisonment or both.

PURCHASER	**CO-PURCHASER (if applicable)**
Taxpayer I.D. Number: [redacted]	**Taxpayer I.D. Number:** _____
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. person (including a U.S. resident alien).	Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. person (including a U.S. resident alien).
Date: 10/6/2022	**Date:** _____
Name of Purchaser: Health Connect Life Sciences LLC	**Name of Co-Purchaser:** _____
Signature of Purchaser: DocuSigned by: 41D287321B61478...	**Signature of Co-Purchaser:** _____
Title (if applicable): President	
PLEASE CROSS OUT ANY PARAGRAPH IN THE ABOVE CERTIFICATION THAT IS NOT CORRECT.	**PLEASE CROSS OUT ANY PARAGRAPH IN THE ABOVE CERTIFICATION THAT IS NOT CORRECT.**

EXHIBIT M

`TERM SHEET

The following are the terms of the proposed equity financing of Atreon Orthopedics LLC:

Company:	Atreon Orthopedics, LLC, a Delaware limited liability company (the "Company").
Security:	Class A Units (common voting shares).
Valuation:	$17.76 per Class A Unit ($35 million pre-money valuation of the Company).
Amount:	The total amount to be raised in the financing will be a maximum of $2,000,000.
Capitalization:	The Company's capitalization table is available in the investor data room or upon request.
Investors:	Equity subscriptions from qualified private investors will be accepted at the Company's discretion.
Purchase Agreement:	The investment shall be made pursuant to a Subscription Agreement reasonably acceptable to the Company and the investors, which agreement shall contain, among other things, appropriate representations and warranties of the Company and Investor, and reflecting the provisions set forth herein.
Nonbinding:	This term sheet represents only the current thinking of the parties with respect to certain of the major issues related to the proposed private offering and does not constitute a legally binding agreement.

* * *

This term sheet may be executed in counterparts, which together will constitute one document. Electronic signatures shall have the same legal effect as original signatures.

Health Connect Life Sciences LLC

Investor: _____

DocuSigned by:
Jeremy A Smith
41D287321B61478...

By: _____

Jeremy A Smith

Name: _____

Chief Badass

Title: _____

Company: Atreon Orthop edics LLC

DocuSigned by:
Ronald Bracken
E478D0C0ED89420...

By: _____

Ronald Bracken

Name: _____

CEO

Title: _____

ATREON ORTHOPEDICS LLC

(A DELAWARE LIMITED LIABILITY COMPANY)

SUBSCRIPTION PACKAGE
FOR U.S. SUBSCRIBERS

Atreon Orthopedics LLC

INSTRUCTIONS

This Subscription Package relates to the offering of Class A common voting Units of LLC membership interest (the "Class A Units") in Atreon Orthopedics LLC, a Delaware Limited Liability Company (the "Company"). Each prospective investor should read the Operating Agreement of the Company (as amended from time to time, the "Operating Agreement") and this Subscription Agreement (including all schedules attached thereto). Each prospective investor must complete all of the subscription documents included in this Subscription Package in the manner described below.

1. **Each subscriber must execute one (1) copy of the Subscription Agreement. Please execute only the signature page for your type of subscriber.**

2. **Each subscriber must complete and execute one (1) copy of the Investor Questionnaire. Please fill out and execute only for your type of subscriber.**

3. **Each subscriber must complete and execute one (1) copy of the Substitute Form W-9.**

As soon as possible following execution of this Subscription Agreement, each subscriber must wire funds, committed to under the Subscription Agreement to the Atreon Orthopedics LLC deposit account. Wire transfer instructions will be provided by the Company.

Inquiries regarding the completion of this Subscription Package should be directed to Ronald Bracken, email: [redacted]

FAILURE TO COMPLY WITH THE INSTRUCTIONS CONTAINED HEREIN WILL CONSTITUTE AN INVALID SUBSCRIPTION THAT MAY RESULT IN THE REJECTION OF YOUR SUBSCRIPTION PACKAGE.

Atreon Orthopedics LLC
5164 Blazer Pkwy
Dublin, Ohio 43017

Re: Purchase of Class A Units in Atreon Orthopedics LLC

Ladies and Gentlemen:

The undersigned (the "Purchaser") hereby subscribes to purchase Class A Units (as set forth on the signature page hereto) of Atreon Orthopedics LLC, a Delaware Limited Liability Company (the "Company"), by making a capital contribution in the amount set forth on the signature page hereof. Each holder of such Class A Units is hereinafter referred to as a "Member". The Class A Units available for purchase under the terms set out herein are referred to herein as the "Class A Units". This subscription may be rejected by the Board of Managers (as such term is defined in the Operating Agreement) in its sole discretion. This subscription agreement is referred to herein as the "Subscription Agreement".

Such purchase of Class A Units is subject to the terms and conditions set forth in the Operating Agreement. The Operating Agreement is incorporated herein by this reference and all terms used and not otherwise defined in this Subscription Agreement have the meanings ascribed to them in the Operating Agreement. Purchaser must make capital contributions as committed below, subject to waiver by the Board of Managers in its sole discretion. Such purchase of Class A Units is also subject to the following paragraphs.

1. Purchase. Subject to the terms and conditions hereof, Purchaser hereby irrevocably agrees to make a capital contribution in the amount set forth on the signature page hereof.

2. Representations and Warranties. Purchaser hereby makes the following representations and warranties to the Company and Purchaser agrees to indemnify, hold harmless, and pay all judgments of and claims against the Company from any liability or injury, including, but not limited to, that arising under federal or state securities laws, incurred as a result of any misrepresentation herein or any warranties not performed by Purchaser.

(a) Purchaser is the sole and true party in interest and is not purchasing for the benefit of any other person.

(b) Purchaser has read, analyzed, and is familiar with the Operating Agreement, this Subscription Agreement and the Investor Questionnaire and has retained copies of all such documents.

(c) Purchaser has read, analyzed, and is familiar with "WHO MAY INVEST", attached hereto as Schedule 1 and made a part hereof, and Purchaser hereby warrants that Purchaser is an accredited investor as described therein.

(d) Purchaser has received all additional documents requested and has been afforded the opportunity to ask questions of and receive answers from the Company and the Board of Managersconcerning the terms of the offering of the Class A Units and to verify the accuracy of the information set forth in this Subscription Agreement.

(e) In making a decision to purchase the Class A Units, Purchaser has relied exclusively upon information provided in the Operating Agreement, this Subscription Agreement and Purchaser's own independent investigation and has not relied upon any information, written or oral, not contained in this Subscription Agreement or the Operating Agreement.

(f) The offer to sell the Class A Units was directly communicated to Purchaser on behalf of the Company by a representative of the Company. At no time was Purchaser presented with or solicited by or through any article, notice or other communication published in any newspaper or other leaflet, public promotional meeting, television, radio or other broadcast or transmittal advertisement or any other form of general advertising.

(g) Purchaser is authorized and duly empowered to purchase and hold the Class A Units, has its residence or principal place of business at the address set forth on the signature page and has not been formed for the specific purpose of purchasing the Class A Units.

(h) The Class A Units are being purchased solely for Purchaser's own account for investment, and are not being purchased with a view to the resale, distribution, subdivision or fractionalization thereof.

(i) Purchaser understands that the Class A Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other state securities laws in reliance upon exemptions from

registration for non-public offerings. Purchaser understands that the Class A Units or any interest therein may not be, and agrees that the Class A Units or any interest therein will not be, resold or otherwise disposed of by Purchaser unless the Class A Units are subsequently registered under the Securities Act and under appropriate state securities laws or unless the Company receives an opinion of counsel satisfactory to it that an exemption from registration is available.

(j) Purchaser is aware that an investment in the Class A Units is highly speculative and subject to substantial risks, including those risks set forth in *"*RISK FACTORS*"*, attached hereto as Schedule 2 and made a part hereof. Purchaser is capable of bearing the high degree of economic risk and burdens of this venture, including, but not limited to, the possibility of the complete loss of all funds invested, the loss of any anticipated tax benefits, the lack of a public market, the unavailability of redemption for the Class A Units, and limited transferability of the Class A Units that may make the liquidation of this investment impossible for the indefinite future. Purchaser further understands and acknowledges that no federal or state agency has made any finding or determination as to the fairness of the Class A Units for investment or any recommendation or endorsement of the Class A Units.

(k) None of the following information has ever been represented, guaranteed, or warranted to Purchaser expressly or by implication, by a broker dealer, the Company, or any agents, affiliates or employees of the foregoing, or by any other person:

(i) The approximate or exact length of time that Purchaser will be required to hold the Class A Units;

(ii) The percentage of profit and/or amount of or type of consideration, profit or loss to be realized, if any, as a result of an investment in the Class A Units; or

(iii) That the past performance or experience of the Company or the Board of Managers, or their respective associates, agents, affiliates, or employees, or any other person, will in any way indicate or predict economic results in connection with the purchase of the Class A Units.

(l) The information set forth in the Investor Questionnaire and executed by Purchaser is true, correct and complete.

(m) Purchaser, on behalf of themselves and their respective affiliates, acknowledge and agree that, as a part of their due diligence of the Company, certain confidential information of the Company (the "Confidential Information") has been and will be disclosed. Purchaser will each hold, and direct their affiliates to hold, in confidence and not disclose (except to such Purchaser's (or any of their affiliates') employees, directors, officers, trustees, agents, accountants, attorneys, other advisors and equity holders in connection with its investment in the Company) or use the Confidential Information, except: (a) as required to fulfill the rights and obligations of a Member; (b) as authorized in writing by the Board of Managers; or (c) as required by law, rule, regulation or court order. Purchaser, on behalf of themselves and their respective affiliates, acknowledges that, in the event of such disclosure to a third party, other than a disclosure required by law, such third party shall be required to maintain the confidentiality of the Confidential Information to the same extent as Purchaser. Purchaser has not distributed this Subscription Agreement to anyone other than Purchaser's legal, tax, accounting or other investment advisors.

(n) Purchaser hereby agrees to indemnify and hold harmless the Company, its Board of Managers, persons who participated in the preparation of this Subscription Agreement, any other person participating in the offering or the management and operation of the Company, and all of their respective affiliates, from and against any and all liability, damage, cost (including legal fees and court costs) and expense incurred on account of or arising out of:

(i) Any inaccuracy in the declarations, representations, and warranties set forth herein, or in the Investor Questionnaire;

(ii) The disposition of any of the Class A Units by Purchaser in contravention of to the foregoing declarations, representations and warranties; and

(iii) Any action, suit or proceeding based upon (A) the claim that said declarations, representations or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; (B) the disposition of any of the Class A Units; or (C) the breach by Purchaser of any part of this Subscription Agreement.

3. Setoff. Notwithstanding the provisions of the last preceding Section or the enforceability thereof, the undersigned hereby grants to the Company the right to setoff against any amounts payable by the Company to the undersigned, for whatever reason, of any and all damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) which are incurred on account of or arising out of any of the items referred to in clauses (i) through (iii) of Section 2(n).

4. Anti-Money Laundering Compliance, Representations and Warranties. It is the policy of the Board of Managers and the Company to comply with all anti-money laundering laws and regulations to which the Board of Managers or the Company is or becomes subject in order to prevent, detect and deter money laundering and terrorist financing activities and other similar illegal activities. Accordingly, Purchaser hereby agrees to the following terms set forth in this Section.

(a) Purchaser represents and warrants that acceptance by the Board of Managers of this Subscription Agreement, together with the acceptance of the appropriate remittance, will not breach any applicable rules and regulations designed to avoid money laundering. Specifically, Purchaser represents and warrants that all evidence of identity provided is genuine and all related information furnished is accurate. Purchaser represents and warrants that Purchaser is subscribing for Class A Units of the Company for its own account, risk and beneficial interest; Purchaser is not acting as agent, representative, intermediary/nominee, derivatives counterparty or in any similar capacity for any other person; no other person will have a beneficial or economic interest in the Class A Units; and Purchaser does not have any intention or obligation to sell, distribute, assign or transfer all or a portion of the Class A Units to any other person.

(b) Purchaser represents and warrants that: (i) it is not, and is not acting on behalf of, a Senior Foreign Political Figure,[1] any Member of the Immediate Family of Senior Foreign Political Figure,[2] or any Close Associate of a Senior Foreign Political Figure;[3] (ii) it is not resident in, or organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act[4] as warranting special measures due to money laundering concerns; and (iii) its funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank,[5] a bank operating under an offshore license that prohibits it from conducting banking business with residents of the country issuing the license, or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.[6]

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1 *"Senior Foreign Political Figure"* means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned commercial enterprise. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure.

2 The *"Immediate Family of a Senior Foreign Political Figure"* typically includes a Senior Foreign Political Figure's parents; siblings; spouse and spouse's parents and siblings; and children.

3 A *"Close Associate of a Senior Foreign Political Figure"* is a person who is widely and publicly known internationally to maintain an unusually close relationship with a Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.

4 *"USA PATRIOT Act"* means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 (Pub. L. No. 107-56).

5 *"Foreign Shell Bank"* means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate. *"Foreign Bank"* means an organization that: (i) is organized under the laws of a foreign country; (ii) engages in the business of banking; (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (iv) receives deposits to a substantial extent in the regular course of its business; and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank. *"Physical Presence"* means a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank: (i) employs one or more individuals on a full-time basis; (ii) maintains operating records relating to its banking activities; and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities. *"Regulated Affiliate"* means a Foreign Shell Bank that: (i) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a foreign country, as applicable; and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

6 *"Non-Cooperative Jurisdiction"* means any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action

(c) Purchaser acknowledges and agrees that the Company prohibits any investment, directly or indirectly, by or on behalf of the following persons or entities (each, a *"*Prohibited Purchaser*"*): (i) a person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control; (ii) a Foreign Shell Bank; (iii) a person or entity resident in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction, (iv) a person or entity whose name appears on any other list of prohibited persons and entities as may be mandated by applicable law or regulation; or (v) a person or entity whose name appears on any other list of prohibited persons and entities as may be provided to Purchaser by the Board of Managers. Purchaser represents, warrants and covenants that neither Purchaser, nor any person controlling, controlled by, or under common control with Purchaser, nor any person having a beneficial interest in Purchaser, is a Prohibited Purchaser, and that Purchaser is not investing and will not invest in the Company on behalf of or for the benefit of any Prohibited Purchaser. Purchaser agrees to promptly notify the Company and the Board of Managers of any change in information affecting this representation, warranty and covenant. Purchaser acknowledges that if, following its investment in the Company, the Board of Managers reasonably believes that Purchaser is a Prohibited Purchaser, or has otherwise breached any material representation, warranty or covenant hereunder, the Board of Managers may be obligated to freeze its investment, either by prohibiting additional investments, declining any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or its investment may immediately be redeemed, and it shall have no claim against the Company, the Board of Managers or their respective principals or affiliates for any form of damages or liabilities as a result of any of the aforementioned actions.

(d) Purchaser acknowledges and agrees that any redemption proceeds paid to it will be paid to the same account from which its investment in the Company was originally remitted, unless the Board of Managers, in its sole discretion, agrees otherwise.

(e) Purchaser acknowledges and agrees that the Board of Managers may release confidential information about it and, if applicable, any underlying purchaser or beneficial owner thereof, to regulatory, self-regulatory and/or law enforcement authorities, if the Board of Managers, in its sole discretion, determines to do so.

(f) Purchaser acknowledges that due to applicable anti-money laundering laws and regulations, the Board of Managers may require further information or representations from Purchaser before Purchaser's subscription documents can be processed, including, without limitation, further information or representations regarding the identification of Purchaser and the source of its funds. Purchaser agrees to promptly provide any information or representations deemed necessary by the Board of Managers, in its sole discretion, to comply with its anti-money laundering program and related responsibilities from time to time.

(g) Purchaser shall hold harmless and indemnify the Board of Managers, the Company and their respective principals and affiliates from and against any loss, damage, expense, liability or reasonable attorneys' fees arising out of or related to Purchaser's breach of any term set forth in this Subscription Agreement, or action or inaction by the Board of Managers or the Company, relating to or in any way connected with anti-money laundering matters. In the event of delay or failure by Purchaser to produce any information or representations required for verification purposes, the Board of Managers may, until such proper information or representations have been provided, take such actions as it in its sole discretion deems necessary, including, without limitation, refusing to accept Purchaser's subscription documents and the funds relating thereto, refusing additional subscriptions and/or refusing or delaying acceptance of a request for redemption.

5. Transferability of Subscription Agreement. Purchaser agrees not to transfer or assign the obligations or duties contained in this Subscription Agreement, or any of Purchaser's interest herein.

6. Regulation D. Notwithstanding anything herein to the contrary, every person or entity who, in addition to or in lieu of Purchaser, is deemed to be a purchaser pursuant to Regulation D promulgated under the Act, or otherwise, does hereby make and join in the making of all the covenants, representations and warranties made by Purchaser.

7. Acceptance. Execution and delivery of this Subscription Agreement shall constitute Purchaser's irrevocable offer to purchase the Class A Units indicated, which offer may be accepted or rejected by the Company in its

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Task Force on Money Laundering (*"*FATF*"*), of which the United States is a Member and with which designation the United States representative to the group or organization continues to concur.

discretion for any cause or for no cause. Acceptance of this offer by the Company shall be indicated by the execution hereof by the Company.

8. Binding Agreement. Purchaser agrees that Purchaser may not cancel, terminate or revoke this Subscription Agreement or any agreement Purchaser makes hereunder, and that this Subscription Agreement shall survive upon the death of Purchaser and shall be binding upon and inure to the benefit of Purchaser's successors, assigns and legal representatives.

9. Incorporation by Reference. The statement of the amount of the capital commitment of Purchaser and related information set forth on the signature page are incorporated as integral terms of this Subscription Agreement.

10. Notices. Notices and other communications under this Subscription Agreement shall be in writing and shall be deemed delivered when received or, if by U.S. mail, when deposited in a regularly maintained receptacle, by certified first class mail, postage prepaid, addressed:

(a) if to Purchaser, at the address shown on the signature page hereof unless Purchaser has advised the Company, in writing, of a different address as to which notices shall be sent under this Subscription Agreement; and

(b) if to the Company, at the address first above stated, to the attention of Ronald Bracken, CEO or to such other address or to the attention of such other person as the Company shall have furnished to Purchaser.

11. Investment Advice. Purchaser has had the opportunity to consider the terms of this Subscription Agreement and the content of the Operating Agreement with Purchaser's legal, tax, accounting and other professional advisers and counsel and has either obtained their legal counsel and advice in connection with Purchaser's execution hereof or does hereby expressly waive its right to seek such legal counsel and advice in connection with this transaction.

12. Miscellaneous. This Subscription Agreement, the Operating Agreement, and the documents and agreements referenced herein and therein embody the entire agreement and understanding between the Company and the other parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. It is the intent of the parties hereto that all questions with respect to the construction and interpretation of this Subscription Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws thereof that would call for the application of the substantive law of any jurisdiction other than the State of Delaware. Each of the parties hereto hereby irrevocably and unconditionally (a) submits to the jurisdiction of the federal or state courts located in the Columbus, Ohio Court of Common Pleas, with respect to any legal action or proceeding arising out of or relating to this Subscription Agreement or the Operating Agreement; (b) agrees that any claims with respect to such action or proceeding shall be heard or determined only in such court; (c) agrees not to bring any action or proceeding arising out of or relating to this Subscription Agreement in any other court unless or until such court has finally refused to exercise jurisdiction; and (d) waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. The headings in this Subscription Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. This Subscription Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

13. Power of Attorney. Purchaser, by executing this Subscription Agreement, hereby irrevocably constitutes and appoints the Board of Managers and its duly appointed officers, managers and agents, with full power of substitution, as Purchaser's true and lawful attorney-in-fact in name, place and stead to execute and sign the Operating Agreement. The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable and shall survive the death of Purchaser.

Atreon Orthopedics LLC

SUBSCRIPTION AGREEMENT
SCHEDULE 1: WHO MAY INVEST

The Class A Units are being offered through this Subscription Agreement without registration under the Securities Act pursuant to exemptions from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder.

Suitable Investors Generally

The Class A Units are being offered without registration under the Securities Act, pursuant to the exemptions provided by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated by the Securities and Exchange Commission. This Subscription Agreement will be accepted only from subscribers who are "accredited investors" within the meaning of Regulation D. The Board of Managers may accept or reject any investor's subscription in its sole discretion.

The term "Accredited Investor" includes any of the following persons:

1. Any natural person whose net worth, or joint net worth with that person's spouse, at the time of the purchase is at least $1,000,000 (excluding the net value of the natural person's primary residence);

2. Any natural person who had individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, partnership, business trust or other entity if it has total assets in excess of $5,000,000 and was not formed for the specific purpose of acquiring Class A Units in the Company; and

4. Any limited liability companies in which the equity owners are all "Accredited Investors".

Prospective Investor Representations

Each subscriber will be required to make certain representations concerning the subscriber's suitability for investing in the Company that are contained in the subscription documents which the subscriber will be required to complete and furnish to the Board of Managers to subscribe for Class A Units. The Board of Managers, in its discretion, may require independent verification of the accuracy of the information and representations provided by subscribers in order to assure compliance with applicable federal and state securities laws. The Board of Managers will have sole discretion regarding acceptance of any subscribers into the Company.

Atreon Orthopedics LLC

SUBSCRIPTION AGREEMENT
SCHEDULE 2: RISK FACTORS

Prospective investors should carefully consider the following risk factors, together with all of the other information included in this Subscription Agreement, before deciding to subscribe for Class A Units. As a result of these factors, as well as other risks inherent in any investment, there can be no assurance that the Company will be able to meet its business objectives or otherwise be able to successfully carry out its investment program.

AN INVESTMENT IN THE COMPANY INVOLVES A NUMBER OF SIGNIFICANT RISK FACTORS. IN ADDITION TO THOSE FACTORS SET FORTH BELOW, SUBSCRIBERS SHOULD CAREFULLY CONSIDER THE ELEMENTS OF RISK INHERENT IN THE INTERESTS BEING OFFERED. SUBSCRIBERS ARE URGED TO CONSULT THEIR OWN TAX AND FINANCIAL COUNSEL IN RELATION TO THIS OFFERING.

THE INTERESTS OFFERED HEREBY ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK.

EARLY STAGE INVESTMENTS

Risk of Early Stage Investments. While early stage investments offer the opportunity for significant gains, such investments also involve a high degree of business and financial risk and can result in substantial losses, including the risk of loss of the entire investment. Among these risks are the general risks associated with investing in companies at an early stage of development or with little or no operating history, companies operating at a loss or with substantial variations in operating results from period to period, and companies with the need for substantial additional capital to support expansion or to achieve or maintain a competitive position. Such companies may face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing, and service capabilities, and a larger number of qualified managerial and technical personnel. Investments in companies at an early stage of development also risk dilution through subsequent financing rounds and other actions such as the granting of stock, options and warrants to management or other parties.

RISKS: COMPANY OPERATIONS

Lack of Operating History. The Company is a newly formed entity and, accordingly, has little or no operating history upon which potential investors can evaluate the Company's likely performance. Although the partners and affiliates of the Company may have experience operating other businesses, there can be no assurance that the performance of those activities will be reflective of the future performance of the Company or any subsidiaries of the Company. There is no assurance that the past performance by the Members of the Board of Managers or any of their affiliates will be indicative of the Company's future results. In addition, there can be no assurance that the Company will be profitable or that investors will receive any distributions from the Company.

Limited Voting Rights. Any Member may have very limited voting rights as a Member of the Company. A Member will neither have the right to vote on the direction to deploy capital to the Company's operations, nor the management of the day-to-day operations of the Company. The management of the Company will be left to the sole discretion of the Board of Managers in accordance with the Operating Agreement. Additionally, such Board of Managers may only be removed under limited, specified circumstances.

Side Letter Agreements. The Board of Managers may enter into a side letter or other similar agreement with a particular Member in connection with its admission to the Company as a Member without the approval of any other Member. The side letters would have the effect of establishing rights under or altering or supplementing the terms of the Operating Agreement with respect to such Member in a manner more favorable to such Member than those applicable to other Members. Any rights or terms so established in a side letter with a Member will govern solely with respect to such Member and will not require the approval of any other Member notwithstanding any other provision of the Operating Agreement.

Management under Nanofiber Solutions and Potential Conflicts of Interest: Nanofiber Solutions, LLC, the technology licensor, is a Member of the Company and currently provides management and development services to the Company. Nanofiber Solutions, LLC, may engage in transactions with the Company that present a potential conflict of interest.

Phantom Income. There can be no assurance that the Company will have sufficient cash flow to permit it to make distributions in the amount necessary for Members to pay all tax liabilities resulting from their ownership of the Class A Units.

Lack of Liquidity of Portfolio Investments. The Company's investment portfolio will consist of investments in private companies. There may be no readily available market for the Company's investments and most of the Company's investments will be difficult to value. The securities in which the Company will invest may be among the most junior in a portfolio company's structure, and thus subject to the greatest risk of loss.

Inability to Find Investments. Lack of a sufficient universe of businesses meeting the investment criteria established for the Company could affect the Company's ability to fully invest its capital or to obtain desired returns on its investments. The success of the Company depends on the identification and availability of suitable investment opportunities. The availability of such investment opportunities will be subject to market conditions and other factors outside the control of the Company.

Cybersecurity. In the ordinary course of business, the Company collects and stores sensitive data, including proprietary business information about the Company and that of businesses in which the Company has invested capital as well as personally identifiable information of our employees and the employees of portfolio company, which date is stored in data centers and on Company networks. The secure maintenance of this information is critical to the Company's operations and business strategy. Despite routine security measures, the Company's information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise the Company's networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, and regulatory penalties, disrupt the Company's operations and damage the Company's reputation, which could adversely affect the Company's operations and financials.

General Economic and Other Conditions. The Company's business and financial conditions may be adversely affected from time to time by such matters as changes in general economic, industrial and international conditions, changes in local, state, and federal taxes, dynamic prices and production costs, utility rate changes, employment and human resources issues, leasing and real estate market, gasoline prices, other factors of a general nature that are beyond the control of the Company.

RISKS: FINANCING

Additional Funds; Dilution. Additional financing may be needed to execute the Company's business plan. There can be no assurance that additional financing will be available if required and, if available, that it will be on terms satisfactory to the Company. Although existing Members will have a right to participate in future offerings of the Company securities, future financings may be dilutive to existing Members that choose not to participate.

Lack of Cash Distributions. There can be no assurance that there will be any cash distributions made to the Members of the Company or that any cumulative cash distributions by the Company will equal or exceed the amounts invested by a purchaser of Class A Units.

Restrictions on Transferability; Lack of Liquidity. The Class A Units have not been registered under the Securities Act or any applicable state securities laws and may not be resold unless they are subsequently registered under the Securities Act and such state securities laws or exemptions from otherwise applicable registration requirements are available. The investors in the Company have no right to require such registration. No public or other market exists for the Class A Units, nor is such a market likely to develop. The Company does not intend to apply for listing of the Class A Units on any securities exchange. The transferability of the Class A Units is specifically restricted under the Operating Agreement.

RISKS: OFFERING

Non-Disclosure Pursuant to the Securities Exchange Act of 1934. The Company is not required to provide disclosure pursuant to the Securities & Exchange Act of 1934. As such, the Company is not required to file quarterly or annual reports. In addition, the Company is not required to prepare proxy or information statements; the Company will be subject to only limited portions of the tender offer rules; officers, directors, and more than ten percent (10%) shareholders ("insiders") are not required to file beneficial ownership reports about their holdings in the Company.

Federal and State Securities Laws; Absence of Regulation Applicable to the Company. The Company has not registered this offering under the Securities Act in reliance on the exemptive provisions of Section 4(a)(2) of the Securities Act and Regulation D promulgated by the SEC. The Company also has relied on exemptions from securities registration requirements under applicable state securities laws. Investors in the Company, therefore, will not receive any of the benefits that registration may be deemed to afford. The Company does not intend to register as an "investment company" under the Investment Company Act pursuant to an exemption therefrom. The Board of Managers does not intend to register as an "investment adviser" under the Investment Advisers Act pursuant to an exemption therefrom. Investors in the Company, therefore, will not have the protections that may be deemed to be afforded to investors under those acts.

Offering Price. The offering price has been arbitrarily determined by the Company and may not bear any relationship to assets acquired or to be acquired or the book value of the Company or any other established criteria or quantifiable indicia for valuing a business. The Company does not represent that the Class A Units have or will have a market value equal to their offering price or that the Class A Units could be resold (if at all) at their original offering price.

Projections. Any estimates or projections as to events that may occur in the future including projections of revenue, expense and net income provided by the Company or any supplemental offering documents are based upon the best judgment of the Board of Managers. Whether or not such estimates or projections may be achieved will depend upon the Company achieving its overall business objectives and the availability of funds, including funds from the sale of the Class A Units. The estimates and projections necessarily make numerous assumptions with respect to performance, general business and economic conditions, and other matters, most of which are beyond the Company's control. There is no guarantee that any projection will be attained. Actual results may vary from the projections and such variations may be material.

RISKS: MANAGEMENT

Reliance on Board of Managers. The Board of Managers will be relying to a substantial extent on the experience, relationships, expertise of the key executives of the Company. The loss of the services of any of the key executives of the Company or the Members of the Board of Managers could have a material adverse effect on the Company's operations. There can be no assurance that the Board of Managers or the Company will be able to attract and hire suitable replacements in the event of any such loss of services.

Lack of Management Control by Members. The Members will have no right or power to take part in the management or control of the business of the Company. The Business will be managed solely by the Board of Managers. Please see the Operating Agreement for additional information.

RISKS: LEGAL DISCLOSURE

Limited Employment of Counsel. Legal counsel for the Company does not represent the potential Members in connection with the business of the Company or any offering of Class A Units, and such counsel disclaims any fiduciary or attorney-client relationship with the investors. Potential Members should obtain the advice of their own legal counsel regarding legal matters. Legal counsel for the Company was not requested to, and did not attempt to, verify or confirm any statement contained in this Subscription Agreement and the schedules and exhibits hereto regarding the Company or its affiliates.

PURSUANT TO U.S. TREASURY DEPARTMENT CIRCULAR 230, THE COMPANY IS INFORMING PROSPECTIVE INVESTORS THAT: (A) THIS SUMMARY IS NOT INTENDED AND WAS NOT WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE U.S. FEDERAL TAX LAWS THAT MAY BE IMPOSED ON THE TAXPAYER; (B) THIS SUMMARY WAS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) EACH TAXPAYER SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Atreon Orthopedics LLC

SUBSCRIPTION AGREEMENT
SIGNATURE PAGE

(FOR ENTITIES ORGANIZED AS CORPORATIONS OR LIMITED LIABILITY COMPANIES)

Total Commitment: $ 100,000

Number of Class A Units (One Unit = $17.76): 5,631 Class A Units

Company Details

Health Connect Life Sciences LLC

Name of company

Health Connect Life Sciences

State that company Filed Its Articles of Incorporation

[redacted]

Taxpayer Identification Number

860 Johnson Ferry Road NE Suite 140-337

Business Street Address

Atlanta, Ga 30342

Business City, State, Zip Code

Jeremy A Smith

Print or Type Name of Manager/Director

DocuSigned by:
Jeremy A Smith

Signature of Manager

Jeremy

Title(s)

[redacted]

Email Address **(if acceptable means of correspondence/notice from the Company)**

Subscription accepted:

Company: Atreon Orthopedics LLC

Atreon Orthopedics legal counsel reviewed.

DocuSigned by:
Ronald Bracken
By: E478D0C0EDB9420...

Name: Ronald Bracken
Title: CEO

DS
DM

ATREON ORTHOPEDICS LLC

INVESTOR QUESTIONNAIRE

To: Prospective Purchasers of Class A Units of Atreon Orthopedics LLC, a Delaware Limited Liability Company.

Instructions: This Questionnaire is addressed to investors to determine whether such investor is "accredited," as that term is defined pursuant to Regulation D under the Securities Act of 1933. **Please check the box in the category that is the basis of your accredited investor status.**

Name of Purchaser: Health Connect Life Sciences LLC (Print Name)

DocuSigned by: Jeremy A Smith 41D287321B61478... (Signature)

Date: 4/11/2023

Check Applicable Box	Qualification
☐	A natural person who (individually or with a spouse) has a net worth of $1,000,000 or more (excluding the value of your primary residence) (any recourse debt secured by your personal residence may also be excluded from this calculation, however, recourse debt in excess of the fair market value of your personal residence must be subtracted from your net worth calculation).
☐	A natural person who had "income" of $200,000 in each of last two years and reasonably expects to have "income" of $200,000 in the current year.
☐	A natural person who had joint "income" with a spouse of $300,000 in each of last two years and reasonably expects to have joint "income" with a spouse of $300,000 in current year.
☒	Any limited liability company in which all of the equity owners are "Accredited Investors".
☐	Any irrevocable trust that has total assets in excess of $5,000,000 not formed for the specific purpose of acquiring Class A Units in Atreon Orthopedics LLC and whose purchase is directed by a "sophisticated person" (see definition below).
☐	Any revocable trust (i) that has total assets in excess of $5,000,000 not formed for the specific purpose of acquiring Class A Units in Atreon Orthopedics LLC and whose purchase is directed by a "sophisticated person" (see definition below), or (ii) in which all of trust grantors are themselves "Accredited Investors".

For purposes of this Investor Questionnaire, a Sophisticated Person is defined as a person who has sufficient knowledge and experience in financial and business matters and that he/she is capable of evaluation the merits and risks of the prospective investment.

ATREON ORTHOPEDICS LLC

TAXPAYER CERTIFICATION

SUBSTITUTE FORM W-9

EXPLANATION:

1. Under Section 1446 of the Internal Revenue Code (the "Code"), an entity treated as a partnership for federal income purposes (including a limited liability company) must pay a withholding tax to the Internal Revenue Service (the "IRS") with respect to a foreign partner's or Member's allocable share of the entity's taxable income that is "effectively conducted" with the conduct of a U.S. trade or business. ***To avoid withholding of your share of the Company's taxable income, you must certify that you are not a foreign person.***

2. Under Code Section 3406, a payor of interest (and certain other payments) must deduct and withhold a tax equal to 28 percent (or such other rate as may be applicable) of such payment if the payee who is subject to backup withholding. A payee is subject to backup withholding if (a) the payee fails to furnish and certify to the payor, under penalties of perjury, his taxpayer identification number ("TIN"); (b) the IRS notifies the payor that the TIN furnished by the payee is incorrect; (c) the IRS notifies the payor of the payee's underreporting of dividends or interest on his tax return; and/or (d) the payee fails to certify to the payor, under penalties of perjury, that the payee is not subject to withholding due to the payee's underreporting of interest or dividends on his tax return.

INSTRUCTIONS:

1. **THIS CERTIFICATION MUST BE COMPLETED BY THE PURCHASER AND ANY CO-PURCHASER.**
2. By signing this form:
   - **a.** the purchaser, if an entity, represents that the person signing this form has been authorized to do so on its behalf;
   - **b.** the purchaser or co-purchaser (if applicable) agrees to notify the Company within 60 days of the date on which the purchaser or co-purchaser becomes a foreign person; and
   - **c.** the purchaser and co-purchaser (if applicable) understand that these certifications may be disclosed by the Company to the IRS and that any false statement could be punished by fine, imprisonment or both.

PURCHASER	**CO-PURCHASER (if applicable)**
[redacted]	
Taxpayer I.D. Number: _____	**Taxpayer I.D. Number:** _____
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. person (including a U.S. resident alien).	Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. person (including a U.S. resident alien).
Date: 4/11/2023	**Date:** _____
Name of Purchaser: Health Connect Life Sciences	**Name of Co-Purchaser:** LLC
Signature of Purchaser: DocuSigned by: Jeremy A Smith 41D287321B61478...	**Signature of Co-Purchaser:** _____
Title (if applicable): MGR	
PLEASE CROSS OUT ANY PARAGRAPH IN THE ABOVE CERTIFICATION THAT IS NOT CORRECT.	**PLEASE CROSS OUT ANY PARAGRAPH IN THE ABOVE CERTIFICATION THAT IS NOT CORRECT.**

EXHIBIT N

`TERM SHEET

The following are the terms of the proposed equity financing of Atreon Orthopedics LLC:

Company:	Atreon Orthopedics, LLC, a Delaware limited liability company (the "Company").
Security:	Class A Units (common voting shares).
Valuation:	$17.76 per Class A Unit ($35 million pre-money valuation of the Company).
Amount:	The total amount to be raised in the financing will be a maximum of $2,000,000.
Capitalization:	The Company's capitalization table is available in the investor data room or upon request.
Investors:	Equity subscriptions from qualified private investors will be accepted at the Company's discretion.
Purchase Agreement:	The investment shall be made pursuant to a Subscription Agreement reasonably acceptable to the Company and the investors, which agreement shall contain, among other things, appropriate representations and warranties of the Company and Investor, and reflecting the provisions set forth herein.
Nonbinding:	This term sheet represents only the current thinking of the parties with respect to certain of the major issues related to the proposed private offering and does not constitute a legally binding agreement.

* * *

This term sheet may be executed in counterparts, which together will constitute one document. Electronic signatures shall have the same legal effect as original signatures.

Investor: Health Connect Life Sciences LLC

By: DocuSigned by: Jeremy A Smith 41D287321B61478...

Name: Jeremy A Smith

Title: Jeremy Smith

Company: Acteon Orthopedics LLC

By: DocuSigned by: Ronald Bracken E478D0C0EDB9420...

Name: Ronald Bracken

Title: CEO

ATREON ORTHOPEDICS LLC

(A DELAWARE LIMITED LIABILITY COMPANY)

SUBSCRIPTION PACKAGE
FOR U.S. SUBSCRIBERS

Atreon Orthopedics LLC

INSTRUCTIONS

This Subscription Package relates to the offering of Class A common voting Units of LLC membership interest (the "Class A Units") in Atreon Orthopedics LLC, a Delaware Limited Liability Company (the "Company"). Each prospective investor should read the Operating Agreement of the Company (as amended from time to time, the "Operating Agreement") and this Subscription Agreement (including all schedules attached thereto). Each prospective investor must complete all of the subscription documents included in this Subscription Package in the manner described below.

1. **Each subscriber must execute one (1) copy of the Subscription Agreement. Please execute only the signature page for your type of subscriber.**

2. **Each subscriber must complete and execute one (1) copy of the Investor Questionnaire. Please fill out and execute only for your type of subscriber.**

3. **Each subscriber must complete and execute one (1) copy of the Substitute Form W-9.**

As soon as possible following execution of this Subscription Agreement, each subscriber must wire funds, committed to under the Subscription Agreement to the Atreon Orthopedics LLC deposit account. Wire transfer instructions will be provided by the Company.

Inquiries regarding the completion of this Subscription Package should be directed to Ronald Bracken, email: [redacted]

FAILURE TO COMPLY WITH THE INSTRUCTIONS CONTAINED HEREIN WILL CONSTITUTE AN INVALID SUBSCRIPTION THAT MAY RESULT IN THE REJECTION OF YOUR SUBSCRIPTION PACKAGE.

Atreon Orthopedics LLC
5164 Blazer Pkwy
Dublin, Ohio 43017

Re: Purchase of Class A Units in Atreon Orthopedics LLC

Ladies and Gentlemen:

The undersigned (the "Purchaser") hereby subscribes to purchase Class A Units (as set forth on the signature page hereto) of Atreon Orthopedics LLC, a Delaware Limited Liability Company (the "Company"), by making a capital contribution in the amount set forth on the signature page hereof. Each holder of such Class A Units is hereinafter referred to as a "Member". The Class A Units available for purchase under the terms set out herein are referred to herein as the "Class A Units". This subscription may be rejected by the Board of Managers (as such term is defined in the Operating Agreement) in its sole discretion. This subscription agreement is referred to herein as the "Subscription Agreement".

Such purchase of Class A Units is subject to the terms and conditions set forth in the Operating Agreement. The Operating Agreement is incorporated herein by this reference and all terms used and not otherwise defined in this Subscription Agreement have the meanings ascribed to them in the Operating Agreement. Purchaser must make capital contributions as committed below, subject to waiver by the Board of Managers in its sole discretion. Such purchase of Class A Units is also subject to the following paragraphs.

1. Purchase. Subject to the terms and conditions hereof, Purchaser hereby irrevocably agrees to make a capital contribution in the amount set forth on the signature page hereof.

2. Representations and Warranties. Purchaser hereby makes the following representations and warranties to the Company and Purchaser agrees to indemnify, hold harmless, and pay all judgments of and claims against the Company from any liability or injury, including, but not limited to, that arising under federal or state securities laws, incurred as a result of any misrepresentation herein or any warranties not performed by Purchaser.

(a) Purchaser is the sole and true party in interest and is not purchasing for the benefit of any other person.

(b) Purchaser has read, analyzed, and is familiar with the Operating Agreement, this Subscription Agreement and the Investor Questionnaire and has retained copies of all such documents.

(c) Purchaser has read, analyzed, and is familiar with "WHO MAY INVEST", attached hereto as Schedule 1 and made a part hereof, and Purchaser hereby warrants that Purchaser is an accredited investor as described therein.

(d) Purchaser has received all additional documents requested and has been afforded the opportunity to ask questions of and receive answers from the Company and the Board of Managersconcerning the terms of the offering of the Class A Units and to verify the accuracy of the information set forth in this Subscription Agreement.

(e) In making a decision to purchase the Class A Units, Purchaser has relied exclusively upon information provided in the Operating Agreement, this Subscription Agreement and Purchaser's own independent investigation and has not relied upon any information, written or oral, not contained in this Subscription Agreement or the Operating Agreement.

(f) The offer to sell the Class A Units was directly communicated to Purchaser on behalf of the Company by a representative of the Company. At no time was Purchaser presented with or solicited by or through any article, notice or other communication published in any newspaper or other leaflet, public promotional meeting, television, radio or other broadcast or transmittal advertisement or any other form of general advertising.

(g) Purchaser is authorized and duly empowered to purchase and hold the Class A Units, has its residence or principal place of business at the address set forth on the signature page and has not been formed for the specific purpose of purchasing the Class A Units.

(h) The Class A Units are being purchased solely for Purchaser's own account for investment, and are not being purchased with a view to the resale, distribution, subdivision or fractionalization thereof.

(i) Purchaser understands that the Class A Units have not been registered under the Securities Act of 1933, as amended (the "Securities Act"), or any other state securities laws in reliance upon exemptions from

registration for non-public offerings. Purchaser understands that the Class A Units or any interest therein may not be, and agrees that the Class A Units or any interest therein will not be, resold or otherwise disposed of by Purchaser unless the Class A Units are subsequently registered under the Securities Act and under appropriate state securities laws or unless the Company receives an opinion of counsel satisfactory to it that an exemption from registration is available.

(j) Purchaser is aware that an investment in the Class A Units is highly speculative and subject to substantial risks, including those risks set forth in *"*RISK FACTORS*"*, attached hereto as Schedule 2 and made a part hereof. Purchaser is capable of bearing the high degree of economic risk and burdens of this venture, including, but not limited to, the possibility of the complete loss of all funds invested, the loss of any anticipated tax benefits, the lack of a public market, the unavailability of redemption for the Class A Units, and limited transferability of the Class A Units that may make the liquidation of this investment impossible for the indefinite future. Purchaser further understands and acknowledges that no federal or state agency has made any finding or determination as to the fairness of the Class A Units for investment or any recommendation or endorsement of the Class A Units.

(k) None of the following information has ever been represented, guaranteed, or warranted to Purchaser expressly or by implication, by a broker dealer, the Company, or any agents, affiliates or employees of the foregoing, or by any other person:

(i) The approximate or exact length of time that Purchaser will be required to hold the Class A Units;

(ii) The percentage of profit and/or amount of or type of consideration, profit or loss to be realized, if any, as a result of an investment in the Class A Units; or

(iii) That the past performance or experience of the Company or the Board of Managers, or their respective associates, agents, affiliates, or employees, or any other person, will in any way indicate or predict economic results in connection with the purchase of the Class A Units.

(l) The information set forth in the Investor Questionnaire and executed by Purchaser is true, correct and complete.

(m) Purchaser, on behalf of themselves and their respective affiliates, acknowledge and agree that, as a part of their due diligence of the Company, certain confidential information of the Company (the "Confidential Information") has been and will be disclosed. Purchaser will each hold, and direct their affiliates to hold, in confidence and not disclose (except to such Purchaser's (or any of their affiliates') employees, directors, officers, trustees, agents, accountants, attorneys, other advisors and equity holders in connection with its investment in the Company) or use the Confidential Information, except: (a) as required to fulfill the rights and obligations of a Member; (b) as authorized in writing by the Board of Managers; or (c) as required by law, rule, regulation or court order. Purchaser, on behalf of themselves and their respective affiliates, acknowledges that, in the event of such disclosure to a third party, other than a disclosure required by law, such third party shall be required to maintain the confidentiality of the Confidential Information to the same extent as Purchaser. Purchaser has not distributed this Subscription Agreement to anyone other than Purchaser's legal, tax, accounting or other investment advisors.

(n) Purchaser hereby agrees to indemnify and hold harmless the Company, its Board of Managers, persons who participated in the preparation of this Subscription Agreement, any other person participating in the offering or the management and operation of the Company, and all of their respective affiliates, from and against any and all liability, damage, cost (including legal fees and court costs) and expense incurred on account of or arising out of:

(i) Any inaccuracy in the declarations, representations, and warranties set forth herein, or in the Investor Questionnaire;

(ii) The disposition of any of the Class A Units by Purchaser in contravention of to the foregoing declarations, representations and warranties; and

(iii) Any action, suit or proceeding based upon (A) the claim that said declarations, representations or warranties were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company; (B) the disposition of any of the Class A Units; or (C) the breach by Purchaser of any part of this Subscription Agreement.

3. Setoff. Notwithstanding the provisions of the last preceding Section or the enforceability thereof, the undersigned hereby grants to the Company the right to setoff against any amounts payable by the Company to the undersigned, for whatever reason, of any and all damages, costs, and expenses (including, but not limited to, reasonable attorneys' fees) which are incurred on account of or arising out of any of the items referred to in clauses (i) through (iii) of Section 2(n).

4. Anti-Money Laundering Compliance, Representations and Warranties. It is the policy of the Board of Managers and the Company to comply with all anti-money laundering laws and regulations to which the Board of Managers or the Company is or becomes subject in order to prevent, detect and deter money laundering and terrorist financing activities and other similar illegal activities. Accordingly, Purchaser hereby agrees to the following terms set forth in this Section.

(a) Purchaser represents and warrants that acceptance by the Board of Managers of this Subscription Agreement, together with the acceptance of the appropriate remittance, will not breach any applicable rules and regulations designed to avoid money laundering. Specifically, Purchaser represents and warrants that all evidence of identity provided is genuine and all related information furnished is accurate. Purchaser represents and warrants that Purchaser is subscribing for Class A Units of the Company for its own account, risk and beneficial interest; Purchaser is not acting as agent, representative, intermediary/nominee, derivatives counterparty or in any similar capacity for any other person; no other person will have a beneficial or economic interest in the Class A Units; and Purchaser does not have any intention or obligation to sell, distribute, assign or transfer all or a portion of the Class A Units to any other person.

(b) Purchaser represents and warrants that: (i) it is not, and is not acting on behalf of, a Senior Foreign Political Figure,[1] any Member of the Immediate Family of Senior Foreign Political Figure,[2] or any Close Associate of a Senior Foreign Political Figure;[3] (ii) it is not resident in, or organized or chartered under the laws of, a jurisdiction that has been designated by the Secretary of the Treasury under Section 311 or 312 of the USA PATRIOT Act[4] as warranting special measures due to money laundering concerns; and (iii) its funds do not originate from, nor will they be routed through, an account maintained at a Foreign Shell Bank,[5] a bank operating under an offshore license that prohibits it from conducting banking business with residents of the country issuing the license, or a bank organized or chartered under the laws of a Non-Cooperative Jurisdiction.[6]

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1 *"Senior Foreign Political Figure"* means a current or former senior official in the executive, legislative, administrative, military or judicial branches of a foreign government (whether elected or not), a senior official of a major foreign political party, or a senior executive of a foreign government-owned commercial enterprise. In addition, a Senior Foreign Political Figure includes any corporation, business or other entity that has been formed by, or for the benefit of, a Senior Foreign Political Figure.

2 The *"Immediate Family of a Senior Foreign Political Figure"* typically includes a Senior Foreign Political Figure's parents; siblings; spouse and spouse's parents and siblings; and children.

3 A *"Close Associate of a Senior Foreign Political Figure"* is a person who is widely and publicly known internationally to maintain an unusually close relationship with a Senior Foreign Political Figure, and includes a person who is in a position to conduct substantial domestic and international financial transactions on behalf of the Senior Foreign Political Figure.

4 *"USA PATRIOT Act"* means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 (Pub. L. No. 107-56).

5 *"Foreign Shell Bank"* means a Foreign Bank without a Physical Presence in any country, but does not include a Regulated Affiliate. *"Foreign Bank"* means an organization that: (i) is organized under the laws of a foreign country; (ii) engages in the business of banking; (iii) is recognized as a bank by the bank supervisory or monetary authority of the country of its organization or principal banking operations; (iv) receives deposits to a substantial extent in the regular course of its business; and (v) has the power to accept demand deposits, but does not include the U.S. branches or agencies of a foreign bank. *"Physical Presence"* means a place of business that is maintained by a Foreign Bank and is located at a fixed address, other than solely a post office box or an electronic address, in a country in which the Foreign Bank is authorized to conduct banking activities, at which location the Foreign Bank: (i) employs one or more individuals on a full-time basis; (ii) maintains operating records relating to its banking activities; and (iii) is subject to inspection by the banking authority that licensed the Foreign Bank to conduct banking activities. *"Regulated Affiliate"* means a Foreign Shell Bank that: (i) is an affiliate of a depository institution, credit union, or Foreign Bank that maintains a Physical Presence in the United States or a foreign country, as applicable; and (ii) is subject to supervision by a banking authority in the country regulating such affiliated depository institution, credit union, or Foreign Bank.

6 *"Non-Cooperative Jurisdiction"* means any foreign country that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action

(c) Purchaser acknowledges and agrees that the Company prohibits any investment, directly or indirectly, by or on behalf of the following persons or entities (each, a "Prohibited Purchaser"): (i) a person or entity whose name appears on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Office of Foreign Assets Control; (ii) a Foreign Shell Bank; (iii) a person or entity resident in or whose subscription funds are transferred from or through an account in a Non-Cooperative Jurisdiction, (iv) a person or entity whose name appears on any other list of prohibited persons and entities as may be mandated by applicable law or regulation; or (v) a person or entity whose name appears on any other list of prohibited persons and entities as may be provided to Purchaser by the Board of Managers. Purchaser represents, warrants and covenants that neither Purchaser, nor any person controlling, controlled by, or under common control with Purchaser, nor any person having a beneficial interest in Purchaser, is a Prohibited Purchaser, and that Purchaser is not investing and will not invest in the Company on behalf of or for the benefit of any Prohibited Purchaser. Purchaser agrees to promptly notify the Company and the Board of Managers of any change in information affecting this representation, warranty and covenant. Purchaser acknowledges that if, following its investment in the Company, the Board of Managers reasonably believes that Purchaser is a Prohibited Purchaser, or has otherwise breached any material representation, warranty or covenant hereunder, the Board of Managers may be obligated to freeze its investment, either by prohibiting additional investments, declining any redemption requests and/or segregating the assets constituting the investment in accordance with applicable regulations, or its investment may immediately be redeemed, and it shall have no claim against the Company, the Board of Managers or their respective principals or affiliates for any form of damages or liabilities as a result of any of the aforementioned actions.

(d) Purchaser acknowledges and agrees that any redemption proceeds paid to it will be paid to the same account from which its investment in the Company was originally remitted, unless the Board of Managers, in its sole discretion, agrees otherwise.

(e) Purchaser acknowledges and agrees that the Board of Managers may release confidential information about it and, if applicable, any underlying purchaser or beneficial owner thereof, to regulatory, self-regulatory and/or law enforcement authorities, if the Board of Managers, in its sole discretion, determines to do so.

(f) Purchaser acknowledges that due to applicable anti-money laundering laws and regulations, the Board of Managers may require further information or representations from Purchaser before Purchaser's subscription documents can be processed, including, without limitation, further information or representations regarding the identification of Purchaser and the source of its funds. Purchaser agrees to promptly provide any information or representations deemed necessary by the Board of Managers, in its sole discretion, to comply with its anti-money laundering program and related responsibilities from time to time.

(g) Purchaser shall hold harmless and indemnify the Board of Managers, the Company and their respective principals and affiliates from and against any loss, damage, expense, liability or reasonable attorneys' fees arising out of or related to Purchaser's breach of any term set forth in this Subscription Agreement, or action or inaction by the Board of Managers or the Company, relating to or in any way connected with anti-money laundering matters. In the event of delay or failure by Purchaser to produce any information or representations required for verification purposes, the Board of Managers may, until such proper information or representations have been provided, take such actions as it in its sole discretion deems necessary, including, without limitation, refusing to accept Purchaser's subscription documents and the funds relating thereto, refusing additional subscriptions and/or refusing or delaying acceptance of a request for redemption.

5. Transferability of Subscription Agreement. Purchaser agrees not to transfer or assign the obligations or duties contained in this Subscription Agreement, or any of Purchaser's interest herein.

6. Regulation D. Notwithstanding anything herein to the contrary, every person or entity who, in addition to or in lieu of Purchaser, is deemed to be a purchaser pursuant to Regulation D promulgated under the Act, or otherwise, does hereby make and join in the making of all the covenants, representations and warranties made by Purchaser.

7. Acceptance. Execution and delivery of this Subscription Agreement shall constitute Purchaser's irrevocable offer to purchase the Class A Units indicated, which offer may be accepted or rejected by the Company in its

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Task Force on Money Laundering ("FATF"), of which the United States is a Member and with which designation the United States representative to the group or organization continues to concur.

discretion for any cause or for no cause. Acceptance of this offer by the Company shall be indicated by the execution hereof by the Company.

8. Binding Agreement. Purchaser agrees that Purchaser may not cancel, terminate or revoke this Subscription Agreement or any agreement Purchaser makes hereunder, and that this Subscription Agreement shall survive upon the death of Purchaser and shall be binding upon and inure to the benefit of Purchaser's successors, assigns and legal representatives.

9. Incorporation by Reference. The statement of the amount of the capital commitment of Purchaser and related information set forth on the signature page are incorporated as integral terms of this Subscription Agreement.

10. Notices. Notices and other communications under this Subscription Agreement shall be in writing and shall be deemed delivered when received or, if by U.S. mail, when deposited in a regularly maintained receptacle, by certified first class mail, postage prepaid, addressed:

(a) if to Purchaser, at the address shown on the signature page hereof unless Purchaser has advised the Company, in writing, of a different address as to which notices shall be sent under this Subscription Agreement; and

(b) if to the Company, at the address first above stated, to the attention of Ronald Bracken, CEO or to such other address or to the attention of such other person as the Company shall have furnished to Purchaser.

11. Investment Advice. Purchaser has had the opportunity to consider the terms of this Subscription Agreement and the content of the Operating Agreement with Purchaser's legal, tax, accounting and other professional advisers and counsel and has either obtained their legal counsel and advice in connection with Purchaser's execution hereof or does hereby expressly waive its right to seek such legal counsel and advice in connection with this transaction.

12. Miscellaneous. This Subscription Agreement, the Operating Agreement, and the documents and agreements referenced herein and therein embody the entire agreement and understanding between the Company and the other parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. It is the intent of the parties hereto that all questions with respect to the construction and interpretation of this Subscription Agreement and the rights and liabilities of the parties hereto shall be determined in accordance with the internal laws of the State of Delaware, without regard to principles of conflicts of laws thereof that would call for the application of the substantive law of any jurisdiction other than the State of Delaware. Each of the parties hereto hereby irrevocably and unconditionally (a) submits to the jurisdiction of the federal or state courts located in the Columbus, Ohio Court of Common Pleas, with respect to any legal action or proceeding arising out of or relating to this Subscription Agreement or the Operating Agreement; (b) agrees that any claims with respect to such action or proceeding shall be heard or determined only in such court; (c) agrees not to bring any action or proceeding arising out of or relating to this Subscription Agreement in any other court unless or until such court has finally refused to exercise jurisdiction; and (d) waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought. The headings in this Subscription Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. This Subscription Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

13. Power of Attorney. Purchaser, by executing this Subscription Agreement, hereby irrevocably constitutes and appoints the Board of Managers and its duly appointed officers, managers and agents, with full power of substitution, as Purchaser's true and lawful attorney-in-fact in name, place and stead to execute and sign the Operating Agreement. The foregoing power of attorney is a special power of attorney coupled with an interest, is irrevocable and shall survive the death of Purchaser.

Atreon Orthopedics LLC

SUBSCRIPTION AGREEMENT
SCHEDULE 1: WHO MAY INVEST

The Class A Units are being offered through this Subscription Agreement without registration under the Securities Act pursuant to exemptions from the registration requirements of the Securities Act provided by Section 4(a)(2) thereof and Rule 506 of Regulation D promulgated thereunder.

Suitable Investors Generally

The Class A Units are being offered without registration under the Securities Act, pursuant to the exemptions provided by Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated by the Securities and Exchange Commission. This Subscription Agreement will be accepted only from subscribers who are "accredited investors" within the meaning of Regulation D. The Board of Managers may accept or reject any investor's subscription in its sole discretion.

The term "Accredited Investor" includes any of the following persons:

1. Any natural person whose net worth, or joint net worth with that person's spouse, at the time of the purchase is at least $1,000,000 (excluding the net value of the natural person's primary residence);

2. Any natural person who had individual income in excess of $200,000 in each of the two most recent years or joint income with that person's spouse in excess of $300,000 in each of those years and has a reasonable expectation of reaching the same income level in the current year;

3. Any organization described in Section 501(c)(3) of the Internal Revenue Code, corporation, partnership, business trust or other entity if it has total assets in excess of $5,000,000 and was not formed for the specific purpose of acquiring Class A Units in the Company; and

4. Any limited liability companies in which the equity owners are all "Accredited Investors".

Prospective Investor Representations

Each subscriber will be required to make certain representations concerning the subscriber's suitability for investing in the Company that are contained in the subscription documents which the subscriber will be required to complete and furnish to the Board of Managers to subscribe for Class A Units. The Board of Managers, in its discretion, may require independent verification of the accuracy of the information and representations provided by subscribers in order to assure compliance with applicable federal and state securities laws. The Board of Managers will have sole discretion regarding acceptance of any subscribers into the Company.

Atreon Orthopedics LLC

SUBSCRIPTION AGREEMENT
SCHEDULE 2: RISK FACTORS

Prospective investors should carefully consider the following risk factors, together with all of the other information included in this Subscription Agreement, before deciding to subscribe for Class A Units. As a result of these factors, as well as other risks inherent in any investment, there can be no assurance that the Company will be able to meet its business objectives or otherwise be able to successfully carry out its investment program.

AN INVESTMENT IN THE COMPANY INVOLVES A NUMBER OF SIGNIFICANT RISK FACTORS. IN ADDITION TO THOSE FACTORS SET FORTH BELOW, SUBSCRIBERS SHOULD CAREFULLY CONSIDER THE ELEMENTS OF RISK INHERENT IN THE INTERESTS BEING OFFERED. SUBSCRIBERS ARE URGED TO CONSULT THEIR OWN TAX AND FINANCIAL COUNSEL IN RELATION TO THIS OFFERING.

THE INTERESTS OFFERED HEREBY ARE SPECULATIVE AND INVOLVE A HIGH DEGREE OF RISK.

EARLY STAGE INVESTMENTS

Risk of Early Stage Investments. While early stage investments offer the opportunity for significant gains, such investments also involve a high degree of business and financial risk and can result in substantial losses, including the risk of loss of the entire investment. Among these risks are the general risks associated with investing in companies at an early stage of development or with little or no operating history, companies operating at a loss or with substantial variations in operating results from period to period, and companies with the need for substantial additional capital to support expansion or to achieve or maintain a competitive position. Such companies may face intense competition, including competition from companies with greater financial resources, more extensive development, manufacturing, marketing, and service capabilities, and a larger number of qualified managerial and technical personnel. Investments in companies at an early stage of development also risk dilution through subsequent financing rounds and other actions such as the granting of stock, options and warrants to management or other parties.

RISKS: COMPANY OPERATIONS

Lack of Operating History. The Company is a newly formed entity and, accordingly, has little or no operating history upon which potential investors can evaluate the Company's likely performance. Although the partners and affiliates of the Company may have experience operating other businesses, there can be no assurance that the performance of those activities will be reflective of the future performance of the Company or any subsidiaries of the Company. There is no assurance that the past performance by the Members of the Board of Managers or any of their affiliates will be indicative of the Company's future results. In addition, there can be no assurance that the Company will be profitable or that investors will receive any distributions from the Company.

Limited Voting Rights. Any Member may have very limited voting rights as a Member of the Company. A Member will neither have the right to vote on the direction to deploy capital to the Company's operations, nor the management of the day-to-day operations of the Company. The management of the Company will be left to the sole discretion of the Board of Managers in accordance with the Operating Agreement. Additionally, such Board of Managers may only be removed under limited, specified circumstances.

Side Letter Agreements. The Board of Managers may enter into a side letter or other similar agreement with a particular Member in connection with its admission to the Company as a Member without the approval of any other Member. The side letters would have the effect of establishing rights under or altering or supplementing the terms of the Operating Agreement with respect to such Member in a manner more favorable to such Member than those applicable to other Members. Any rights or terms so established in a side letter with a Member will govern solely with respect to such Member and will not require the approval of any other Member notwithstanding any other provision of the Operating Agreement.

Management under Nanofiber Solutions and Potential Conflicts of Interest: Nanofiber Solutions, LLC, the technology licensor, is a Member of the Company and currently provides management and development services to the Company. Nanofiber Solutions, LLC, may engage in transactions with the Company that present a potential conflict of interest.

Phantom Income. There can be no assurance that the Company will have sufficient cash flow to permit it to make distributions in the amount necessary for Members to pay all tax liabilities resulting from their ownership of the Class A Units.

Lack of Liquidity of Portfolio Investments. The Company's investment portfolio will consist of investments in private companies. There may be no readily available market for the Company's investments and most of the Company's investments will be difficult to value. The securities in which the Company will invest may be among the most junior in a portfolio company's structure, and thus subject to the greatest risk of loss.

Inability to Find Investments. Lack of a sufficient universe of businesses meeting the investment criteria established for the Company could affect the Company's ability to fully invest its capital or to obtain desired returns on its investments. The success of the Company depends on the identification and availability of suitable investment opportunities. The availability of such investment opportunities will be subject to market conditions and other factors outside the control of the Company.

Cybersecurity. In the ordinary course of business, the Company collects and stores sensitive data, including proprietary business information about the Company and that of businesses in which the Company has invested capital as well as personally identifiable information of our employees and the employees of portfolio company, which date is stored in data centers and on Company networks. The secure maintenance of this information is critical to the Company's operations and business strategy. Despite routine security measures, the Company's information technology and infrastructure may be vulnerable to attacks by hackers or breached due to employee error, malfeasance or other disruptions. Any such breach could compromise the Company's networks and the information stored there could be accessed, publicly disclosed, lost or stolen. Any such access, disclosure or other loss of information could result in legal claims or proceedings, liability under laws that protect the privacy of personal information, and regulatory penalties, disrupt the Company's operations and damage the Company's reputation, which could adversely affect the Company's operations and financials.

General Economic and Other Conditions. The Company's business and financial conditions may be adversely affected from time to time by such matters as changes in general economic, industrial and international conditions, changes in local, state, and federal taxes, dynamic prices and production costs, utility rate changes, employment and human resources issues, leasing and real estate market, gasoline prices, other factors of a general nature that are beyond the control of the Company.

RISKS: FINANCING

Additional Funds; Dilution. Additional financing may be needed to execute the Company's business plan. There can be no assurance that additional financing will be available if required and, if available, that it will be on terms satisfactory to the Company. Although existing Members will have a right to participate in future offerings of the Company securities, future financings may be dilutive to existing Members that choose not to participate.

Lack of Cash Distributions. There can be no assurance that there will be any cash distributions made to the Members of the Company or that any cumulative cash distributions by the Company will equal or exceed the amounts invested by a purchaser of Class A Units.

Restrictions on Transferability; Lack of Liquidity. The Class A Units have not been registered under the Securities Act or any applicable state securities laws and may not be resold unless they are subsequently registered under the Securities Act and such state securities laws or exemptions from otherwise applicable registration requirements are available. The investors in the Company have no right to require such registration. No public or other market exists for the Class A Units, nor is such a market likely to develop. The Company does not intend to apply for listing of the Class A Units on any securities exchange. The transferability of the Class A Units is specifically restricted under the Operating Agreement.

RISKS: OFFERING

Non-Disclosure Pursuant to the Securities Exchange Act of 1934. The Company is not required to provide disclosure pursuant to the Securities & Exchange Act of 1934. As such, the Company is not required to file quarterly or annual reports. In addition, the Company is not required to prepare proxy or information statements; the Company will be subject to only limited portions of the tender offer rules; officers, directors, and more than ten percent (10%) shareholders ("insiders") are not required to file beneficial ownership reports about their holdings in the Company.

Federal and State Securities Laws; Absence of Regulation Applicable to the Company. The Company has not registered this offering under the Securities Act in reliance on the exemptive provisions of Section 4(a)(2) of the Securities Act and Regulation D promulgated by the SEC. The Company also has relied on exemptions from securities registration requirements under applicable state securities laws. Investors in the Company, therefore, will not receive any of the benefits that registration may be deemed to afford. The Company does not intend to register as an "investment company" under the Investment Company Act pursuant to an exemption therefrom. The Board of Managers does not intend to register as an "investment adviser" under the Investment Advisers Act pursuant to an exemption therefrom. Investors in the Company, therefore, will not have the protections that may be deemed to be afforded to investors under those acts.

Offering Price. The offering price has been arbitrarily determined by the Company and may not bear any relationship to assets acquired or to be acquired or the book value of the Company or any other established criteria or quantifiable indicia for valuing a business. The Company does not represent that the Class A Units have or will have a market value equal to their offering price or that the Class A Units could be resold (if at all) at their original offering price.

Projections. Any estimates or projections as to events that may occur in the future including projections of revenue, expense and net income provided by the Company or any supplemental offering documents are based upon the best judgment of the Board of Managers. Whether or not such estimates or projections may be achieved will depend upon the Company achieving its overall business objectives and the availability of funds, including funds from the sale of the Class A Units. The estimates and projections necessarily make numerous assumptions with respect to performance, general business and economic conditions, and other matters, most of which are beyond the Company's control. There is no guarantee that any projection will be attained. Actual results may vary from the projections and such variations may be material.

RISKS: MANAGEMENT

Reliance on Board of Managers. The Board of Managers will be relying to a substantial extent on the experience, relationships, expertise of the key executives of the Company. The loss of the services of any of the key executives of the Company or the Members of the Board of Managers could have a material adverse effect on the Company's operations. There can be no assurance that the Board of Managers or the Company will be able to attract and hire suitable replacements in the event of any such loss of services.

Lack of Management Control by Members. The Members will have no right or power to take part in the management or control of the business of the Company. The Business will be managed solely by the Board of Managers. Please see the Operating Agreement for additional information.

RISKS: LEGAL DISCLOSURE

Limited Employment of Counsel. Legal counsel for the Company does not represent the potential Members in connection with the business of the Company or any offering of Class A Units, and such counsel disclaims any fiduciary or attorney-client relationship with the investors. Potential Members should obtain the advice of their own legal counsel regarding legal matters. Legal counsel for the Company was not requested to, and did not attempt to, verify or confirm any statement contained in this Subscription Agreement and the schedules and exhibits hereto regarding the Company or its affiliates.

PURSUANT TO U.S. TREASURY DEPARTMENT CIRCULAR 230, THE COMPANY IS INFORMING PROSPECTIVE INVESTORS THAT: (A) THIS SUMMARY IS NOT INTENDED AND WAS NOT WRITTEN TO BE USED, AND CANNOT BE USED, BY ANY TAXPAYER FOR THE PURPOSE OF AVOIDING PENALTIES UNDER THE U.S. FEDERAL TAX LAWS THAT MAY BE IMPOSED ON THE TAXPAYER; (B) THIS SUMMARY WAS WRITTEN IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE TRANSACTIONS OR MATTERS ADDRESSED HEREIN; AND (C) EACH TAXPAYER SHOULD SEEK ADVICE BASED ON ITS PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

Atreon Orthopedics LLC

SUBSCRIPTION AGREEMENT
SIGNATURE PAGE

(FOR ENTITIES ORGANIZED AS CORPORATIONS OR LIMITED LIABILITY COMPANIES)

Total Commitment: $ 50,000

Number of Class A Units (One Unit = $17.76): 2,816 Class A Units

Company Details

Health Connect Life Sciences LLC

Name of company

HCLS

State that company Filed Its Articles of Incorporation

[redacted]

Taxpayer Identification Number

860 Johnson Ferry Road NE Suite 140-337

Business Street Address

Atlanta, Ga 30342

Business City, State, Zip Code

Jeremy A Smith

Print or Type Name of Manager/Director

DocuSigned by:
Jeremy A Smith
41D28F2218B147...

Signature of Manager

Jeremy

Title(s)

[redacted]

Email Address **(if acceptable means of correspondence/notice from the Company)**

Subscription accepted:

Company: Atreon Orthopedics LLC

Atreon Orthopedics legal counsel reviewed.

DS
DM

DocuSigned by:
Ronald Bracken
E478D0C0EDB9420...

By:
Name: Ronald Bracken
Title: CEO

ATREON ORTHOPEDICS LLC

INVESTOR QUESTIONNAIRE

To: Prospective Purchasers of Class A Units of Atreon Orthopedics LLC, a Delaware Limited Liability Company.

Instructions: This Questionnaire is addressed to investors to determine whether such investor is "accredited," as that term is defined pursuant to Regulation D under the Securities Act of 1933. **Please check the box in the category that is the basis of your accredited investor status.**

Name of Purchaser: Health Connect Life Sciences LLC (Print Name)

DocuSigned by: Jeremy A Smith 41D287321B61478... (Signature)

Date: 5/6/2023

Check Applicable Box	Qualification
☐	A natural person who (individually or with a spouse) has a net worth of $1,000,000 or more (excluding the value of your primary residence) (any recourse debt secured by your personal residence may also be excluded from this calculation, however, recourse debt in excess of the fair market value of your personal residence must be subtracted from your net worth calculation).
☐	A natural person who had "income" of $200,000 in each of last two years and reasonably expects to have "income" of $200,000 in the current year.
☐	A natural person who had joint "income" with a spouse of $300,000 in each of last two years and reasonably expects to have joint "income" with a spouse of $300,000 in current year.
☒	Any limited liability company in which all of the equity owners are "Accredited Investors".
☐	Any irrevocable trust that has total assets in excess of $5,000,000 not formed for the specific purpose of acquiring Class A Units in Atreon Orthopedics LLC and whose purchase is directed by a "sophisticated person" (see definition below).
☐	Any revocable trust (i) that has total assets in excess of $5,000,000 not formed for the specific purpose of acquiring Class A Units in Atreon Orthopedics LLC and whose purchase is directed by a "sophisticated person" (see definition below), or (ii) in which all of trust grantors are themselves "Accredited Investors".

For purposes of this Investor Questionnaire, a Sophisticated Person is defined as a person who has sufficient knowledge and experience in financial and business matters and that he/she is capable of evaluation the merits and risks of the prospective investment.

ATREON ORTHOPEDICS LLC

TAXPAYER CERTIFICATION

SUBSTITUTE FORM W-9

EXPLANATION:

1. Under Section 1446 of the Internal Revenue Code (the *"*Code*"*), an entity treated as a partnership for federal income purposes (including a limited liability company) must pay a withholding tax to the Internal Revenue Service (the *"*IRS*"*) with respect to a foreign partner's or Member's allocable share of the entity's taxable income that is "effectively conducted" with the conduct of a U.S. trade or business. ***To avoid withholding of your share of the Company's taxable income, you must certify that you are not a foreign person.***

2. Under Code Section 3406, a payor of interest (and certain other payments) must deduct and withhold a tax equal to 28 percent (or such other rate as may be applicable) of such payment if the payee who is subject to backup withholding. A payee is subject to backup withholding if (a) the payee fails to furnish and certify to the payor, under penalties of perjury, his taxpayer identification number (*"*TIN*"*); (b) the IRS notifies the payor that the TIN furnished by the payee is incorrect; (c) the IRS notifies the payor of the payee's underreporting of dividends or interest on his tax return; and/or (d) the payee fails to certify to the payor, under penalties of perjury, that the payee is not subject to withholding due to the payee's underreporting of interest or dividends on his tax return.

INSTRUCTIONS:

1. THIS CERTIFICATION MUST BE COMPLETED BY THE PURCHASER AND ANY CO-PURCHASER.

2. By signing this form:

- **a.** the purchaser, if an entity, represents that the person signing this form has been authorized to do so on its behalf;
- **b.** the purchaser or co-purchaser (if applicable) agrees to notify the Company within 60 days of the date on which the purchaser or co-purchaser becomes a foreign person; and
- **c.** the purchaser and co-purchaser (if applicable) understand that these certifications may be disclosed by the Company to the IRS and that any false statement could be punished by fine, imprisonment or both.

PURCHASER	**CO-PURCHASER (if applicable)**
Taxpayer I.D. Number: [redacted]	**Taxpayer I.D. Number:** _____
Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. person (including a U.S. resident alien).	Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. person (including a U.S. resident alien).
Date: 5/6/2023	**Date:** _____
Name of Purchaser: Health Connect Life Sciences LLC	**Name of Co-Purchaser:** _____
Signature of Purchaser: DocuSigned by: Jeremy A Smith 41D287321B61478...	**Signature of Co-Purchaser:** _____
Title (if applicable): Jeremy Smith	
PLEASE CROSS OUT ANY PARAGRAPH IN THE ABOVE CERTIFICATION THAT IS NOT CORRECT.	**PLEASE CROSS OUT ANY PARAGRAPH IN THE ABOVE CERTIFICATION THAT IS NOT CORRECT.**

EXHIBIT O

`TERM SHEET

The following are the terms of the proposed equity financing of Atreon Orthopedics LLC:

Company:	Atreon Orthopedics, LLC, a Delaware limited liability company (the "Company").
Security:	Class A Units (common voting shares).
Valuation:	$19.53 per Class A Unit ($50 million pre-money valuation of the Company).
Amount:	The total amount to be raised in the financing will be a maximum of $1,000,000.
Capitalization:	The Company's capitalization table is available in the investor data room or upon request.
Investors:	Equity subscriptions from qualified private investors will be accepted at the Company's discretion.
Purchase Agreement:	The investment shall be made pursuant to a Subscription Agreement reasonably acceptable to the Company and the investors, which agreement shall contain, among other things, appropriate representations and warranties of the Company and Investor, and reflecting the provisions set forth herein.
Nonbinding:	This term sheet represents only the current thinking of the parties with respect to certain of the major issues related to the proposed private offering and does not constitute a legally binding agreement.

* * *

This term sheet may be executed in counterparts, which together will constitute one document. Electronic signatures shall have the same legal effect as original signatures.

Investor: _____

By: _____

Name: _____

Title: _____

Company: Atreon Orthopedics LLC

By: _____

Name: _____

Title: _____