

## PLATFORM PROVIDER AGREEMENT

*Prikme, Inc.*

*Confidential*

This Platform Provider Agreement (this "Agreement") is entered into as of the date of electronic acceptance by the Provider (the "Effective Date"), by and between Prikme, Inc., a Delaware corporation, with its principal place of business at 3555 Valley Meadow Road, Sherman Oaks, California 91403 ("Prikme" or the "Company"), and the individual licensed healthcare professional or business entity executing this Agreement ("Provider").

Prikme and Provider are each referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

WHEREAS, Prikme operates an internet-based technology marketplace platform (the "Platform") that provides internet-based advertising, appointment booking, and patient information services connecting prospective patients with independent, licensed healthcare professionals;

WHEREAS, Provider is a duly licensed healthcare professional or a lawfully organized business entity that employs or contracts with licensed healthcare professionals, and desires to list its services on the Platform;

WHEREAS, the Parties desire to establish the terms and conditions under which Provider may access and utilize the Platform;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I — DEFINITIONS

#### 1.1 *Defined Terms.*

As used in this Agreement, the following terms shall have the meanings set forth below:

"Applicable Law" means all applicable federal, state, and local laws, statutes, regulations, rules, ordinances, orders, and guidance, including without limitation the California Business and Professions Code, the California Corporations Code, the California Confidentiality of Medical Information Act (Civil Code Section 56 et seq.), the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the federal Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)), the Stark Law (42 U.S.C. Section 1395nn), the Federal Trade Commission Act, and all applicable state licensing laws and regulations.

"Booking Fee" means the flat fee of Twenty Nine Dollars (\$29.00) per Booking Transaction charged to Provider for each appointment successfully booked through the Platform, as further described in Article IV.

"Booking Transaction" means each completed appointment booking made through the Platform by a Patient with a Provider.

"Business Account" means a Provider account established by a Business Entity under which multiple Individual Providers may be listed, as further described in Exhibit A.

"Business Entity" means a lawfully organized corporation, limited liability company, partnership, or other business entity that employs or contracts with one or more Individual Providers and registers a Business Account on the Platform.

"CPOM Rules" means California's corporate practice of medicine doctrine, as embodied in California Business and Professions Code Sections 2400 and 2052, California Corporations Code Section 13401.5, and applicable case law, as interpreted and applied from time to time.

"Individual Provider" means a duly licensed individual healthcare professional who registers and operates a Provider account on the Platform in their individual capacity.

"Patient" means an individual who accesses the Platform to search for and book appointments with Providers.

"Patient Payment" means all amounts charged to a Patient by Provider for services rendered in connection with a Booking Transaction.

"Platform" means the Prikme internet-based technology marketplace application, website, and related services operated by Prikme, including the iOS and Android mobile applications.

"Protected Health Information" or "PHI" has the meaning set forth in 45 C.F.R. Section 160.103, as amended from time to time.

"Services" means the aesthetic and wellness services offered by Provider through the Platform, as listed in Provider's Platform profile.

"Verified Badge" means the designation made available to Providers who have completed Prikme's licensure verification process, signifying only that Prikme has confirmed the Provider's licensure status at the time of verification, and not constituting an endorsement, recommendation, or guarantee by Prikme of any Provider's qualifications, skills, or Services.

## **ARTICLE II — PLATFORM SERVICES AND PROVIDER RELATIONSHIP**

### ***2.1 Nature of the Platform.***

Prikme operates the Platform as an internet-based advertising, appointment booking, and patient information service within the meaning of California Business and Professions Code Section 650(h). The Platform provides technology infrastructure through which Patients independently search for, evaluate, and select licensed healthcare providers offering aesthetic and wellness services. Prikme does not provide, supervise, direct, or control the delivery of any healthcare or medical services. Prikme does not employ, contract with, or act as an agent of any Provider in any clinical capacity. All clinical decisions, treatment protocols, and healthcare services are exclusively within the professional discretion and responsibility of Provider. Prikme provides only technology, advertising, and booking services. Prikme exercises no control over clinical decisions, treatment protocols, or provider pricing.

## ***2.2 Provider Status.***

Provider is an independent entity and is not an employee, agent, partner, joint venturer, or representative of Prikme. Nothing in this Agreement shall be construed to create an employment, agency, franchise, or joint venture relationship between Prikme and Provider. Provider is solely responsible for all aspects of the Services it renders, including without limitation the clinical care of Patients, compliance with all Applicable Law, maintenance of professional licensure, and satisfaction of all supervision and delegation requirements applicable to its license type and the Services it offers.

## ***2.3 Platform Listing.***

Subject to the terms of this Agreement, Prikme grants Provider a non-exclusive, non-transferable, limited right to maintain a listing on the Platform during the Term. Provider's listing will display information provided by Provider, including Provider's name, credentials, licensure, service offerings, and pricing. Prikme does not guarantee any minimum number of Booking Transactions, Patient views, or revenue.

## ***2.4 No Recommendation or Endorsement.***

Prikme does not recommend, endorse, or select any specific Provider for any specific Patient. Patients independently browse Provider profiles and select Providers of their own volition. The Verified Badge, where applicable, signifies only that Prikme has confirmed the designated Provider's licensure status at the time of verification. The Verified Badge is not an endorsement of any Provider's qualifications, clinical skills, safety record, or Services. Sponsored or promoted listings, if applicable, are clearly disclosed to Patients as paid advertising and do not constitute a recommendation or endorsement by Prikme.

## ***2.5 Provider Fee Setting.***

Provider shall independently set all fees charged to Patients for Services. Prikme shall have no authority over, and shall not influence, Provider's pricing decisions. Prikme's Booking Fee is separate from and in addition to the Patient Payment and shall be borne by Provider as described in Article IV. The \$29 Booking Fee is compensation solely for Prikme's internet-based advertising, appointment booking, and platform technology services under California Business and Professions Code §650(h). It is not tied to the volume or value of any Patient referrals or Services and does not constitute fee-splitting or a referral payment.

## **2.6 Booking Flow.**

Patients submit appointment requests through the Platform. Upon a successful Booking Transaction, Prikme processes the Patient Payment through the Platform's payment processor. The Booking Fee is deducted from the Patient Payment at the point of transaction, and the remainder is disbursed to Provider's designated payment account. Provider is solely responsible for the services rendered in connection with any Booking Transaction, regardless of the payment processing mechanism.

## **ARTICLE III — PROVIDER OBLIGATIONS**

### **3.1 Licensure and Credentialing.**

Provider represents, warrants, and covenants that, at all times during the Term: (a) Provider, and each Individual Provider operating under any Business Account, holds all licenses, certifications, and credentials required by Applicable Law to perform the Services listed in Provider's Platform profile; (b) Provider's licenses are in good standing and are not subject to any pending or threatened suspension, revocation, restriction, or disciplinary action; (c) Provider shall immediately notify Prikme in writing of any change in Provider's licensure status, including any disciplinary action, suspension, revocation, or restriction; and (d) Provider shall maintain and promptly provide to Prikme, upon request, documentation evidencing Provider's current licensure and any applicable supervision, delegation, or practice agreements required by Applicable Law.

### **3.2 Supervision and Scope of Practice.**

Provider represents, warrants, and covenants that it will perform Services only within its applicable scope of practice as defined by Applicable Law, and that it maintains all required supervision arrangements, standardized procedures, delegating physician agreements, or practice agreements necessary for the lawful performance of the Services. Without limiting the foregoing: (a) Registered Nurses offering Services on the Platform must maintain a supervising or delegating physician relationship on record; (b) Licensed Vocational Nurses must maintain physician supervision and must have completed all board-required coursework for any IV therapy services; (c) Physician Assistants must operate under a supervising physician agreement; (d) Nurse Practitioners must operate pursuant to standardized procedures or a practice agreement as required by Applicable Law; (e) Paramedics may offer IV drip therapy only, and only with medical director oversight; and (f) Licensed Estheticians may offer only superficial microneedling using devices that do not penetrate to the point of drawing blood, in compliance with their scope of practice under the California Barbering and Cosmetology Act. Provider covenants that it will perform Services only within its lawful scope of practice and will maintain current, compliant supervision or delegation agreements (or medical director oversight where required) at all times. Provider shall provide documentation of such arrangements to Prikme upon request.

### ***3.3 Legal Compliance.***

Provider represents, warrants, and covenants that its use of the Platform and the performance of Services comply, and will at all times comply, with all Applicable Law, including without limitation: (a) the CPOM Rules; (b) the federal Anti-Kickback Statute; (c) the Stark Law, to the extent applicable; (d) all California licensing and supervision requirements; (e) all applicable FDA regulations, including regulations governing the compounding, dispensing, and administration of prescription medications; (f) all applicable informed consent laws, including California's informed consent doctrine as articulated by the California Supreme Court and the Courts of Appeal; (g) all applicable HIPAA and CMIA requirements with respect to Patient information; (h) When offering GLP-1 medications, Provider shall clearly disclose to Patients whether the medication is FDA-approved or compounded, ensure any compounded version is patient-specific following a good-faith examination, sourced from compliant pharmacies, and shall fully disclose all associated regulatory and safety risks.

### ***3.4 No State or Federal Program Billing.***

Provider represents, warrants, and covenants that it will not bill Medicare, Medi-Cal, Medicaid, or any other federal or state healthcare program for any services booked through the Platform, or for any services rendered in connection with a Booking Transaction. Provider acknowledges that Prikme's Platform is a cash-pay marketplace and that the Booking Fee structure is premised on the cash-pay nature of the Services. Any billing of a federal or state healthcare program in connection with Services booked through the Platform shall constitute a material breach of this Agreement.

### ***3.5 Informed Consent.***

Provider is solely responsible for obtaining all necessary patient informed consents in compliance with Applicable Law prior to rendering any Services. The duty to disclose material information and obtain meaningful consent belongs exclusively to Provider as the treating professional. Prikme's role in any intake form collection or transmission service, if elected by Provider, is limited to administrative logistics and does not constitute fulfillment of Provider's informed consent obligations.

### ***3.6 Platform Conduct.***

Provider shall: (a) maintain a complete, accurate, and current Platform profile at all times; (b) respond to Patient booking requests in a timely manner; (c) honor all confirmed appointments; (d) conduct all interactions with Patients in a professional and lawful manner; (e) not use the Platform to engage in any deceptive, misleading, or unlawful business practice; and (f) not use the Platform to market or deliver any service that Provider is not licensed and qualified to provide.

### ***3.7 Insurance.***

Provider shall at all times maintain, at its own expense: (a) professional liability (malpractice) insurance in amounts customary for Provider's specialty and the Services offered, but in no event less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate; (b) general liability insurance in customary amounts; and (c) any

other insurance required by Applicable Law. Provider shall provide Prikme with evidence of coverage upon request.

### **3.8 Prohibited Conduct.**

Provider shall not: (a) misrepresent Provider's credentials, qualifications, licensure status, or experience on the Platform; (b) use the Platform to solicit Patients to engage Provider's services outside the Platform for the purpose of avoiding the Booking Fee; (c) submit or facilitate the submission of false or misleading reviews; (d) use the Platform for any unlawful purpose; (e) attempt to circumvent the Platform's payment processing system; or (f) take any action that could expose Prikme to regulatory, civil, or criminal liability.

**3.9 Compounded Medications.** Provider represents and warrants that any compounded medications offered through the Platform will be obtained from licensed 503A or 503B compounding pharmacies, prescribed only after a patient-specific good-faith examination, and that Provider will comply with all applicable FDA, California Board of Pharmacy, and Medical Board requirements. Provider shall indemnify Prikme for any claims arising from compounded products.

## **ARTICLE IV — FEES AND PAYMENT**

### **4.1 Booking Fee.**

Provider shall pay Prikme a Booking Fee of Twenty Nine Dollars (\$29.00) per Booking Transaction. The Booking Fee constitutes compensation for Prikme's internet-based advertising, appointment booking, and platform technology services within the meaning of California Business and Professions Code Section 650(h), and is not compensation for, or inducement of, the referral of any Patient to Provider. The Booking Fee is fixed and does not vary based on the type or value of Services rendered, the duration of the appointment, or the amount of the Patient Payment. The \$29 Booking Fee is compensation solely for Prikme's internet-based advertising, appointment booking, and platform technology services under California Business and Professions Code §650(h). It is not tied to the volume or value of any Patient referrals or Services and does not constitute fee-splitting or a referral payment.

### **4.2 Payment Mechanism.**

The Booking Fee is deducted automatically from the Patient Payment at the point of transaction through the Platform's payment processing system. Prikme shall disburse to Provider the Patient Payment, less the Booking Fee, in accordance with Prikme's standard disbursement schedule and the terms of Provider's payment processor agreement. Provider hereby authorizes Prikme to deduct the Booking Fee from each Patient Payment in accordance with this Section.

### **4.3 Taxes.**

Provider is solely responsible for all income taxes, self-employment taxes, and other tax obligations arising from Provider's use of the Platform and the Services. Prikme shall have no

obligation to withhold any taxes from amounts disbursed to Provider unless required by Applicable Law.

#### ***4.4 Fee Modifications.***

Prikme reserves the right to modify the Booking Fee upon not less than thirty (30) days' prior written notice to Provider. Provider's continued use of the Platform following the effective date of any fee modification shall constitute acceptance of the modified Booking Fee. If Provider does not accept a modified Booking Fee, Provider may terminate this Agreement in accordance with Article IX prior to the effective date of the modification.

#### ***4.5 Sponsored Listings.***

If available, Provider may elect to purchase a sponsored or promoted listing on the Platform for an additional monthly fee, as set forth in Prikme's then-current fee schedule. Sponsored listings constitute paid advertising services within the meaning of California Business and Professions Code Section 650(h) and are clearly disclosed to Patients as paid placements. Prikme shall not represent any sponsored listing as an endorsement or recommendation of Provider. Provider's election of a sponsored listing is entirely voluntary and does not affect Provider's eligibility for a standard Platform listing.

### **ARTICLE V — INTELLECTUAL PROPERTY**

#### ***5.1 Platform Ownership.***

Prikme owns all right, title, and interest in and to the Platform, including all software, technology, trademarks, service marks, logos, trade names, and all other intellectual property embodied therein. Provider's access to the Platform under this Agreement does not transfer any ownership interest in the Platform or any Prikme intellectual property to Provider.

#### ***5.2 Provider Content License.***

Provider grants to Prikme a non-exclusive, royalty-free, worldwide license to display, reproduce, and use the content Provider submits to the Platform, including Provider's name, credentials, biography, service descriptions, and any photographs or images, solely for the purpose of operating and promoting the Platform. Provider represents and warrants that it owns or has the right to grant the license described in this Section with respect to all content it submits to the Platform.

#### ***5.3 Feedback.***

If Provider provides Prikme with any suggestions, ideas, or feedback regarding the Platform ("Feedback"), Provider grants Prikme a perpetual, irrevocable, royalty-free license to use and incorporate such Feedback in any manner Prikme deems appropriate, without any obligation of attribution or compensation to Provider.

### **ARTICLE VI — CONFIDENTIALITY AND PRIVACY**

### **6.1 Confidential Information.**

Each Party acknowledges that it may receive confidential or proprietary information of the other Party in connection with this Agreement ("Confidential Information"). Each Party agrees to hold the other Party's Confidential Information in strict confidence, to use such Confidential Information only for the purpose of performing its obligations under this Agreement, and not to disclose such Confidential Information to any third party without the prior written consent of the disclosing Party, except as required by Applicable Law. The obligations of this Section shall survive the termination or expiration of this Agreement for a period of three (3) years.

### **6.2 Patient Privacy.**

Provider is solely responsible for compliance with all Applicable Law governing the privacy and security of Patient information, including HIPAA and the CMIA, in connection with all Services rendered through the Platform. To the extent Prikme acts as a business associate with respect to any PHI in connection with any intake form or document collection service elected by Provider, the Business Associate Agreement attached hereto as Exhibit B shall govern the Parties' respective obligations. Prikme's role in any intake form collection or transmission is strictly administrative. Provider remains solely responsible for obtaining valid informed consent from each Patient.

### **6.3 Platform Data.**

Prikme may collect, use, and disclose data relating to Provider's use of the Platform in accordance with Prikme's Privacy Policy, as amended from time to time. Provider acknowledges and agrees to Prikme's Privacy Policy as a condition of accessing the Platform.

## **ARTICLE VII — INDEMNIFICATION AND LIMITATION OF LIABILITY**

### **7.1 Provider Indemnification.**

Provider shall indemnify, defend, and hold harmless Prikme and its officers, directors, employees, agents, successors, and assigns (collectively, "Prikme Indemnitees") from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses, including reasonable attorneys' fees, arising out of or relating to: (a) Provider's performance or non-performance of Services, including any claims arising from Provider's use of compounded medications, off-label use, failure to obtain proper informed consent, or violation of FDA regulations; (b) Provider's breach of any representation, warranty, covenant, or obligation under this Agreement; (c) Provider's violation of any Applicable Law; (d) any claim by a Patient or third party arising from Services rendered by Provider; (e) Provider's failure to maintain required licensure, supervision arrangements, or insurance; or (f) any claim that Provider's CPOM status or business structure is non-compliant with Applicable Law.

### **7.2 Prikme Indemnification.**

Prikme shall indemnify, defend, and hold harmless Provider from and against any and all claims, demands, actions, liabilities, losses, damages, costs, and expenses, including reasonable

attorneys' fees, arising out of or relating to Prikme's gross negligence or willful misconduct in the operation of the Platform.

### ***7.3 Limitation of Liability.***

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL PRIKME BE LIABLE TO PROVIDER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OF GOODWILL, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PROVIDER'S USE OF THE PLATFORM, REGARDLESS OF WHETHER PRIKME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRIKME'S TOTAL CUMULATIVE LIABILITY TO PROVIDER UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL BOOKING FEES PAID BY PROVIDER TO PRIKME IN THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THIS LIMITATION APPLIES EVEN IF PRIKME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE FORM OF ACTION.

### ***7.4 Essential Basis.***

The Parties acknowledge that the limitations of liability set forth in this Article VII reflect a reasonable allocation of risk and are an essential element of the basis of the bargain between the Parties. Prikme would not have entered into this Agreement absent such limitations.

## **ARTICLE VIII — REPRESENTATIONS AND WARRANTIES**

### ***8.1 Mutual Representations.***

Each Party represents and warrants to the other Party that: (a) it has the legal capacity, power, and authority to enter into this Agreement and to perform its obligations hereunder; (b) this Agreement constitutes a legally valid and binding obligation of such Party, enforceable against it in accordance with its terms; and (c) the execution, delivery, and performance of this Agreement do not violate any applicable law, rule, regulation, or any agreement to which such Party is a party.

### ***8.2 Provider Additional Representations.***

Provider additionally represents and warrants that: (a) Provider's business entity structure, to the extent applicable, is organized and operated in compliance with all Applicable Law, including the CPOM Rules and all applicable licensing laws; (b) no disciplinary action, license suspension, revocation, or restriction is pending or, to Provider's knowledge, threatened against Provider or any Individual Provider operating under Provider's account; (c) Provider has obtained all necessary consents, authorizations, and approvals required to enter into this Agreement and to perform the Services; (d) all information provided by Provider in connection with Platform registration and Provider's profile is true, accurate, and complete; and (e) Provider is not

excluded from participation in Medicare, Medicaid, or any other federal or state healthcare program.

## **ARTICLE IX — TERM AND TERMINATION**

### **9.1 *Term.***

This Agreement commences on the Effective Date and continues until terminated by either Party in accordance with this Article IX.

### **9.2 *Termination Without Cause.***

Either Party may terminate this Agreement at any time, without cause, upon thirty (30) days' prior written notice to the other Party.

### **9.3 *Termination for Cause.***

Prikme may terminate this Agreement immediately upon written notice to Provider if: (a) Provider breaches any representation, warranty, or material obligation under this Agreement and fails to cure such breach within five (5) business days after written notice from Prikme; (b) Provider's license is suspended, revoked, restricted, or surrendered; (c) Provider is the subject of a patient safety complaint that Prikme, in its reasonable discretion, determines warrants immediate removal; (d) Provider engages in any fraudulent, illegal, or unethical conduct; (e) Provider is excluded from participation in Medicare, Medicaid, or any other federal or state healthcare program; (f) Prikme determines that Provider's continued presence on the Platform creates legal, regulatory, or reputational risk for Prikme; or (g) Provider offers or administers compounded GLP-1 medications without full compliance with applicable law and disclosures.

### **9.4 *Effect of Termination.***

Upon termination of this Agreement: (a) Provider's access to the Platform shall be deactivated; (b) any pending Booking Transactions shall be completed or cancelled as determined by Prikme in its reasonable discretion; (c) all accrued Booking Fees shall remain due and payable; (d) all provisions that by their nature are intended to survive termination shall survive, including Sections 3.3, 3.4, 6.1, and Articles VII, X, and XI.

## **ARTICLE X — DISPUTE RESOLUTION**

### **10.1 *Mandatory Arbitration.***

Any and all disputes, controversies, or claims arising out of or relating to this Agreement, or the breach, termination, or validity thereof, shall be finally and exclusively resolved by binding arbitration administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures then in effect, except as modified herein. The arbitration shall be conducted before a single arbitrator with experience in commercial and healthcare law. The arbitration shall take place in Los Angeles, California. The arbitrator shall have authority to award any remedy or relief that a court of competent jurisdiction could order or grant, including equitable relief. The

award rendered by the arbitrator shall be final and binding and may be entered as a judgment in any court of competent jurisdiction.

### **10.2 *Exceptions to Arbitration.***

Notwithstanding Section 10.1, either Party may seek emergency injunctive or other equitable relief from a court of competent jurisdiction to prevent irreparable harm pending the resolution of an arbitration proceeding.

### **10.3 *Class Action Waiver.***

EACH PARTY WAIVES ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS ACTION OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONSOLIDATE OR JOIN CLAIMS OF MULTIPLE PARTIES.

### **10.4 *Governing Law.***

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.

## **ARTICLE XI — GENERAL PROVISIONS**

### **11.1 *Entire Agreement.***

This Agreement, together with Exhibit A (Business Account Addendum) and Exhibit B (Business Associate Agreement), constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties relating to such subject matter. No amendment to this Agreement shall be binding unless made in writing and signed by both Parties or, with respect to changes to Platform policies and procedures, communicated to Provider in accordance with Section 11.8.

### **11.2 *Electronic Execution.***

This Agreement may be executed electronically. Provider's electronic acceptance of this Agreement, whether by clicking an "I Accept" or "I Agree" button, checking an acceptance box, or executing this Agreement through any electronic signature platform (including without limitation DocuSign, Adobe Sign, HelloSign, or any comparable service), shall constitute Provider's legally binding signature for all purposes under the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. Section 7001 et seq., the California Uniform Electronic Transactions Act, California Civil Code Section 1633.1 et seq., and any other applicable law. Each Party agrees that electronic signatures are the legal equivalent of handwritten signatures, that no certification authority or other third-party verification is necessary to validate an electronic signature, and that the lack of such certification or third-party verification shall not affect the enforceability of this Agreement.

### **11.3 *Severability.***

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such provision shall be modified to the minimum extent necessary to make it valid, legal, and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect.

#### ***11.4 Waiver.***

No waiver by either Party of any breach or default of any provision of this Agreement shall be deemed a waiver of any subsequent breach or default, and shall not affect the other terms of this Agreement.

#### ***11.5 Assignment.***

Provider may not assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of Prikme. Prikme may assign this Agreement without Provider's consent in connection with a merger, acquisition, reorganization, or sale of all or substantially all of Prikme's assets. Any purported assignment in violation of this Section shall be null and void.

#### ***11.6 Notices.***

All notices required or permitted under this Agreement shall be in writing and shall be delivered by: (a) email to the address on file in Provider's Platform account, in the case of notices to Provider; or (b) email to sarah@prikme.com, in the case of notices to Prikme; or (c) overnight courier or certified mail, return receipt requested, to the addresses set forth in the preamble of this Agreement. Notices shall be deemed given upon confirmed delivery.

#### ***11.7 Independent Contractor.***

Provider is, and shall at all times remain, an independent contractor. Nothing in this Agreement creates an employment, agency, joint venture, partnership, or franchise relationship between Prikme and Provider. Prikme shall have no right to control the manner, means, or method by which Provider performs the Services. Provider is solely responsible for all employment-related taxes, benefits, and legal obligations with respect to Provider's employees and contractors.

#### ***11.8 Platform Policy Changes.***

Prikme may update its Platform policies, terms of use, and fee schedules from time to time. Prikme shall provide Provider with at least thirty (30) days' prior written notice of any material changes. Provider's continued use of the Platform after the effective date of any policy change shall constitute acceptance of the updated policies. If Provider does not accept a material policy change, Provider may terminate this Agreement prior to the effective date of the change.

#### ***11.9 Force Majeure.***

Neither Party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure is caused by circumstances beyond such Party's reasonable control, including without limitation acts of God, natural disasters, government actions, pandemics, or telecommunications failures; provided that the affected Party provides prompt written notice of the force majeure event and uses commercially reasonable efforts to resume performance as soon as practicable.

### **11.10 Counterparts.**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

### **11.11 Headings.**

Article and section headings are for convenience only and shall not affect the interpretation of this Agreement.

**11.12 Disclaimer of Attorney-Client Relationship.** Provider acknowledges that Prikme is not providing legal or regulatory advice. Provider has been advised to seek independent counsel regarding its compliance obligations.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

### **PRIKME, INC. PROVIDER**

By: \_\_\_\_\_

Name: Sarah Zelman

Title: Chief Executive Officer

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**BUSINESS ACCOUNT ADDENDUM**  
*to Platform Provider Agreement*

*Prikme, Inc.*

This Business Account Addendum (this "Addendum") is incorporated into and forms a part of the Platform Provider Agreement between Prikme, Inc. and Provider (the "Agreement"). Capitalized terms used but not defined in this Addendum have the meanings given to them in the Agreement. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control with respect to Business Accounts.

***A.1 Eligibility for Business Account.***

A Business Entity may register a Business Account on the Platform. A Business Account may be created and managed by an authorized representative of the Business Entity, including a business manager, officer, or owner. A Business Account will not be activated or made visible to Patients until at least one Individual Provider who meets all eligibility requirements of the Agreement is verified on the Platform and associated with the Business Account.

***A.2 Individual Provider Verification.***

Each Individual Provider operating under a Business Account must independently complete Prikme's licensure verification process and satisfy all eligibility requirements set forth in the Agreement as if such Individual Provider were registering as an Individual Provider in their own right. The Business Entity is responsible for ensuring that each Individual Provider listed under the Business Account remains in compliance with all requirements of the Agreement at all times. Prikme may remove any Individual Provider from a Business Account at any time if Prikme determines that such Individual Provider does not satisfy the applicable eligibility requirements.

***A.3 CPOM and Legal Compliance Representation.***

Business Entity represents, warrants, and covenants that: (a) Business Entity is organized, structured, and operated in full compliance with all Applicable Law, including without limitation the CPOM Rules and all applicable California licensing laws; (b) the compensation arrangements between Business Entity and its Individual Providers comply with all Applicable Law; (c) no Individual Provider performs Services under the Business Account under circumstances that would violate the CPOM Rules or constitute the unlicensed practice of medicine; and (d) Business Entity will promptly notify Prikme if any change in Business Entity's corporate structure or operations raises a question of compliance with the CPOM Rules. Prikme is not responsible for auditing or monitoring Business Entity's compliance with the CPOM Rules, and the representations in this Section are the sole basis on which Prikme permits Business Entity to maintain a Business Account. Business Entity shall ensure that all compensation arrangements with Individual Providers and all supervision relationships comply with CPOM Rules and applicable licensing laws. Business Entity accepts full responsibility for CPOM compliance.

#### ***A.4 Payment Flow.***

For Booking Transactions made through a Business Account, Patient Payments shall be processed through the Platform's payment processor and disbursed to the Business Entity's designated payment account, less the Booking Fee. The Booking Fee is assessed per Booking Transaction regardless of which Individual Provider performs the Services. Business Entity is solely responsible for the distribution of Patient Payment proceeds to its Individual Providers in accordance with its own compensation arrangements, and Prikme has no obligation, responsibility, or liability with respect to such distribution. Prikme's only financial relationship is with Business Entity as the registered account holder; Prikme has no direct financial relationship with any Individual Provider operating under a Business Account.

#### ***A.5 Worker Classification.***

Business Entity is solely responsible for compliance with all Applicable Law governing the classification, compensation, and treatment of its Individual Providers, whether as employees or independent contractors, including without limitation California Labor Code requirements, California Assembly Bill 5, and all applicable federal and state wage and hour laws. Prikme takes no position on the employment or contractor status of any Individual Provider operating under a Business Account, and nothing in this Agreement or this Addendum shall be construed as a determination of any Individual Provider's employment status. Business Entity shall indemnify, defend, and hold harmless the Prikme Indemnitees from and against any claim, liability, loss, or expense arising from Business Entity's failure to comply with applicable worker classification laws.

#### ***A.6 Account Management.***

Business Entity's authorized account manager may manage the scheduling, availability, and calendar settings of Individual Providers listed under the Business Account through the Platform's management tools. Such management capabilities are limited to administrative and scheduling functions only. Prikme does not grant and Business Entity's account manager does not acquire any authority over the clinical practice, treatment decisions, or professional judgment of any Individual Provider. Clinical autonomy of each Individual Provider is preserved entirely.

#### ***A.7 Termination of Individual Providers.***

Business Entity may remove an Individual Provider from its Business Account at any time by following Prikme's Platform account management procedures. Removal of an Individual Provider from a Business Account does not affect any pending Booking Transactions for which such Individual Provider has been selected by a Patient. Upon removal, the Individual Provider's profile will no longer appear under the Business Account.

#### ***A.8 Business Entity as Provider.***

For all purposes of the Agreement, Business Entity is the "Provider" with respect to obligations, representations, warranties, indemnifications, and all other provisions of the Agreement. Business Entity accepts all obligations and liabilities under the Agreement on behalf of itself and in connection with the operations of all Individual Providers listed under its Business Account.

**Business Entity Signature Block**

Business Entity Name (Legal): \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**  
**BUSINESS ASSOCIATE AGREEMENT**  
*to Platform Provider Agreement*

*Prikme, Inc. and Provider*

This Business Associate Agreement (this "BAA") is entered into by and between Prikme, Inc. ("Business Associate") and Provider ("Covered Entity"), and is incorporated into and forms a part of the Platform Provider Agreement between the Parties. This BAA applies only if and to the extent Prikme, in connection with any patient intake form collection or document management service elected by Provider, creates, receives, maintains, or transmits Protected Health Information ("PHI") on behalf of Provider. If Prikme does not perform such services for Provider, this BAA shall be inactive and of no force or effect.

**B.1 Definitions.**

Capitalized terms used in this BAA that are not otherwise defined have the meanings given to them under HIPAA, including the HIPAA Privacy Rule (45 C.F.R. Parts 160 and 164), the HIPAA Security Rule, and the Health Information Technology for Economic and Clinical Health Act (HITECH Act). "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended, and all regulations promulgated thereunder.

**B.2 Permitted Uses and Disclosures.**

Business Associate may use or disclose PHI only: (a) as necessary to perform the services described in the Agreement on behalf of Covered Entity; (b) as required by Applicable Law; or (c) as otherwise permitted by this BAA. Business Associate shall not use or disclose PHI in a manner that would violate HIPAA if done by Covered Entity. Business Associate shall use or disclose PHI solely for administrative transmission of patient intake forms and related documents as directed by Covered Entity, and for no other purpose.

**B.3 Safeguards.**

Business Associate shall implement and maintain appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of PHI, in accordance with the HIPAA Security Rule (45 C.F.R. Part 164, Subpart C), to prevent any use or disclosure of PHI not permitted by this BAA.

**B.4 Reporting.**

Business Associate shall report to Covered Entity: (a) any use or disclosure of PHI not permitted by this BAA of which Business Associate becomes aware, without unreasonable delay; (b) any Breach of Unsecured PHI, as defined under 45 C.F.R. Section 164.402, in accordance with 45 C.F.R. Section 164.410; and (c) any Security Incident of which Business Associate becomes aware.

**B.5 Subcontractors.**

Business Associate shall ensure that any subcontractor or agent that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees to the same restrictions, conditions, and requirements that apply to Business Associate under this BAA.

#### **B.6 Individual Rights.**

To the extent applicable, Business Associate shall: (a) make PHI available for inspection and copying as requested by Covered Entity in connection with a Patient's right to access under 45 C.F.R. Section 164.524; (b) make PHI available for amendment and incorporate any amendments as directed by Covered Entity under 45 C.F.R. Section 164.526; and (c) provide an accounting of disclosures of PHI as required under 45 C.F.R. Section 164.528.

#### **B.7 CMIA Compliance.**

Business Associate acknowledges that, in addition to HIPAA, the California Confidentiality of Medical Information Act ("CMIA"), Civil Code Section 56 et seq., applies to the collection, maintenance, and disclosure of medical information from California patients. Business Associate shall comply with the CMIA to the extent applicable to its activities under the Agreement, including maintaining appropriate confidentiality protections and refraining from disclosing medical information without authorization except as permitted by law.

#### **B.8 Term and Termination.**

This BAA shall remain in effect during the Term of the Agreement and shall terminate upon the termination or expiration of the Agreement. Upon termination of this BAA, Business Associate shall, if feasible, return or destroy all PHI received from or created on behalf of Covered Entity. If return or destruction is not feasible, Business Associate shall extend the protections of this BAA to the PHI and limit further use or disclosure to those purposes that make return or destruction infeasible. Either party may terminate this BAA for material breach upon written notice if the breach is not cured within thirty (30) days.

#### **B.9 Miscellaneous.**

This BAA shall be governed by HIPAA, the HITECH Act, the CMIA, and all other Applicable Law. In the event of any conflict between this BAA and the Agreement with respect to PHI, this BAA shall control. The Parties agree to amend this BAA as necessary to comply with changes in Applicable Law.

Acknowledged and agreed as of the Effective Date:

#### **PRIKME, INC. (Business Associate)**

By: \_\_\_\_\_  
Name: Sarah Zelman  
Title: CEO  
Date: \_\_\_\_\_

#### **PROVIDER (Covered Entity)**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_