

RightPT Provider Agreement

Right Care Marketplace LLC — Comprehensive Marketplace Provider Terms (referred to on the Platform as the Independent Contractor Agreement) — Version 2 — Effective Date: July 25, 2026

This Provider Agreement (the “Agreement”) is entered into by and between Right Care Marketplace LLC, a California limited liability company doing business as RightPT (“Platform”), and the provider entity or individual accepting this Agreement through the Platform (“Provider”).

This Agreement governs Provider’s listing, booking, scheduling, payment processing, patient communications, and use of Platform technology and related services in connection with cash-based physical therapy services made available through the Platform.

IMPORTANT NOTICE: THIS AGREEMENT CONTAINS A MANDATORY ARBITRATION PROVISION, A CLASS ACTION WAIVER, LIMITATIONS OF LIABILITY, PLATFORM SUSPENSION RIGHTS, RESTRICTIONS ON OFF-PLATFORM TRANSACTIONS, AND OTHER TERMS THAT AFFECT PROVIDER’S LEGAL RIGHTS. PROVIDER SHOULD REVIEW THIS AGREEMENT CAREFULLY AND CONSULT LEGAL COUNSEL AS DESIRED BEFORE ACCEPTING.

1. DEFINITIONS

1.1 “Agreement” means this Provider Agreement, including all exhibits, schedules, policies, standards, operating rules, payment terms, cancellation rules, privacy notices, and other materials expressly incorporated by reference, each as amended from time to time in accordance with this Agreement.

1.2 “Applicable Law” means all federal, state, local, and foreign laws, regulations, ordinances, rules, orders, guidance, licensing requirements, reimbursement rules, privacy laws, telehealth rules, and professional practice standards applicable to Provider, the Services, or the parties’ performance under this Agreement.

1.3 “Booking” means a patient appointment or reservation made, confirmed, scheduled, rescheduled, waitlisted, or otherwise transacted through the Platform, whether for in-person, in-home, virtual, asynchronous, or other authorized service modalities.

1.4 “Business Day” means any day other than a Saturday, Sunday, or U.S. federal holiday.

1.5 “Chargeback” means a reversal, retrieval request, dispute, refund claim, network inquiry, unauthorized transaction claim, or similar debit initiated by a card network, bank, payment processor, or patient relating to a transaction processed through the Platform.

1.6 “Confidential Information” means all non-public information disclosed by or on behalf of Platform, including business plans, patient acquisition methods, marketplace economics, fee structures, algorithms, vendor relationships, security practices, technical documentation, and all data derived therefrom.

1.7 “Patient” means any individual, guardian, parent, payor, or authorized representative who views, contacts, books, communicates with, or purchases Services through the Platform.

1.8 “PHI” means Protected Health Information as defined by HIPAA, to the extent HIPAA applies to the parties and the relevant data.

1.9 “Platform” means Right Care Marketplace LLC and its parents, subsidiaries, affiliates, managers, members, officers, directors, employees, contractors, service providers, successors, and assigns, as the context requires.

1.10 “Platform Services” means the technology, software, websites, mobile applications, profiles, search functions, booking tools, messaging features, payment tools, payout services, fraud controls, support tools, analytics, and other marketplace functionality made available by Platform.

1.11 “Provider” means the individual or entity accepting this Agreement, including each owner, clinician, employee, contractor, substitute provider, assistant, trainee, agent, or representative acting under Provider’s account or on Provider’s behalf.

1.12 “Provider Content” means all information submitted by Provider to Platform, including names, credentials, pricing, schedules, photographs, logos, descriptions, policies, biographies, treatment specialties, and communications.

1.13 “Services” means physical therapy and related wellness or rehabilitation services lawfully offered by Provider through the Platform in approved states and modalities.

1.14 “Stripe Services Agreement” means the applicable Stripe Connect and related payment processing agreements, policies, and terms accepted by Provider or required for payment processing through Platform.

1.15 “Transaction” means any patient payment, authorization, capture, refund, payout, fee, adjustment, or related accounting entry processed through the Platform.

2. APPOINTMENT; ACCEPTANCE; ORDER OF PRECEDENCE

2.1 Appointment. By accepting this Agreement, Provider appoints Platform on a non-exclusive basis to make Platform Services available to Provider subject to the terms herein. Platform may accept or reject Provider’s enrollment, listing, or continued participation in its sole discretion.

2.2 Order of Precedence. If there is a conflict between this Agreement and a separately executed amendment, addendum, or order form expressly referencing this Agreement and signed by both parties, the signed amendment, addendum, or order form controls only as to the specific subject matter addressed therein. Platform policies generally applicable to all providers supplement this Agreement unless a signed amendment expressly states otherwise.

2.3 Binding Effect. Provider’s signature, click-through assent, continued listing, acceptance of Bookings, use of Platform Services, or receipt of patient-generated revenue through the Platform constitutes acceptance of this Agreement and all incorporated policies.

3. NATURE OF RELATIONSHIP; NO EMPLOYMENT

3.1 Independent Business. Provider is and shall remain an independent business, professional, and contractor solely responsible for the manner and means of performing the Services. Nothing in this

Agreement creates an employment, agency, partnership, franchise, joint venture, fiduciary, or similar relationship between Provider and Platform, except that Platform acts as limited payment collection agent solely as described in Section 11.

3.2 No Employee Benefits; No Withholding. Provider is not eligible for workers' compensation coverage, unemployment insurance, paid leave, retirement benefits, overtime, reimbursement rights, employee handbooks, or other benefits from Platform. Platform will not withhold taxes, unemployment contributions, payroll taxes, or similar amounts on Provider's behalf.

3.3 Provider Personnel. Provider is solely responsible for hiring, supervising, compensating, disciplining, credentialing, and terminating any personnel used to perform Services, and for ensuring that all such personnel are bound by written obligations at least as protective of Platform as this Agreement.

4. PLATFORM ROLE; NO CLINICAL CONTROL

4.1 Technology Marketplace Only. Platform provides marketplace and administrative technology services only. Platform does not diagnose, treat, supervise, direct, control, or make clinical decisions, and does not hold itself out as practicing physical therapy.

4.2 No Practice of Medicine or Therapy. Provider acknowledges that Provider alone determines clinical appropriateness, patient eligibility, treatment methods, visit duration, care plans, safety measures, recordkeeping, referrals, and any obligation to discontinue or refuse Services.

4.3 No Guarantee of Volume. Platform makes no representation regarding the number of Patients, revenue, earnings, payer mix, geographic demand, or ranking placement that Provider will receive through the Platform.

5. ELIGIBILITY; ENROLLMENT; ONGOING CONDITIONS

5.1 Enrollment Requirements. As conditions to enrollment and continued access, Provider shall furnish all information reasonably requested by Platform, including legal name, tax information, payout information, identity verification, licensure information, sanctions screening information, insurance certificates, practice addresses, service areas, and any additional onboarding items required by Platform or Stripe.

5.2 Ongoing Eligibility. Provider shall immediately notify Platform of any change affecting eligibility, including licensure restrictions, investigations, malpractice claims, criminal charges, disciplinary actions, insurance lapses, ownership changes, bankruptcies, exclusions from federal healthcare programs, telehealth restrictions, changes to legal entity status, or any event that could reasonably impair safe, lawful, or professional service delivery.

5.3 Background Checks and Screening. Platform may conduct or require background checks, license verifications, reference checks, sanctions screening, and other diligence before or after onboarding. Provider authorizes Platform and its vendors to conduct such diligence and to share related information as reasonably necessary for marketplace risk management.

6. LICENSURE; CREDENTIALS; PROFESSIONAL STANDARDS

6.1 Licensure. Provider shall maintain at all times all active, unrestricted, and legally sufficient licenses, permits, registrations, certifications, and approvals necessary to perform the Services in each applicable state, jurisdiction, facility, home, or telehealth setting.

6.2 Scope of Practice. Provider shall perform Services strictly within Provider's lawful scope of practice, training, competency, and supervision requirements, and shall not delegate any restricted task except as expressly permitted by Applicable Law.

6.3 Professional Standards. Provider shall furnish Services in a timely, professional, safe, ethical, courteous, and clinically appropriate manner consistent with accepted professional standards, applicable board rules, infection control requirements, documentation standards, consent requirements, and patient safety obligations.

6.4 Excluded Persons. Neither Provider nor any person furnishing Services through Provider may be excluded, debarred, suspended, or otherwise ineligible to participate in Medicare, Medicaid, or any federal or state healthcare program, or listed on any sanctions or exclusion database relevant to the Services.

7. PROVIDER REPRESENTATIONS AND WARRANTIES

7.1 Provider represents, warrants, and covenants on the Effective Date and continuously thereafter that: (a) all information submitted to Platform is true, complete, accurate, and not misleading; (b) Provider has full authority to enter into and perform this Agreement; (c) entering into this Agreement does not violate any other agreement or legal duty binding on Provider; (d) Provider will comply with all Applicable Law; (e) Provider will maintain all insurance required under this Agreement; (f) Provider will maintain adequate systems, equipment, internet, staffing, transportation, supplies, and safeguards to lawfully and safely perform the Services; and (g) Provider has obtained and will maintain all consents necessary to upload Provider Content and use any trademarks, logos, or images provided to Platform.

7.2 Provider further represents that Provider will not engage in unlawful discrimination, harassment, retaliation, patient abandonment, fee-splitting in violation of law, kickbacks, misleading advertising, false claims, identity misrepresentation, fraudulent charting, upcoding, balance billing inconsistent with this Agreement, or other conduct that could expose Platform to civil, criminal, regulatory, reputational, or commercial harm.

7.3 No Reliance. Provider acknowledges that Platform has not provided legal, tax, reimbursement, clinical, accounting, insurance, or regulatory advice, and Provider has independently evaluated the risks and benefits of participating in the Platform.

8. PROVIDER OPERATIONAL COVENANTS

8.1 Account Security. Provider shall maintain the confidentiality of account credentials, multi-factor authentication tools, and access devices, and shall be responsible for all activity occurring through Provider's account, whether authorized or unauthorized, unless solely caused by Platform's breach of its own security obligations.

8.2 Timely Responses. Provider shall respond to patient messages, booking requests, support inquiries, documentation requests, and operational escalations within the timeframes specified by Platform from time to time.

8.3 Conduct. Provider shall interact professionally with Patients, Platform staff, and third parties, and shall not use profane, threatening, coercive, harassing, discriminatory, or deceptive language or conduct.

8.4 Incident Reporting. Provider shall notify Platform promptly, and in no event later than twenty-four (24) hours after becoming aware, of any serious patient incident, complaint alleging professional misconduct, threatened claim, actual claim, government inquiry, data incident, security incident, or event reasonably likely to lead to significant refunds, Chargebacks, reputational injury, or legal exposure associated with the Platform.

8.5 Cooperation. Provider shall cooperate fully with Platform in connection with patient complaints, safety events, account reviews, payment disputes, fraud reviews, risk holds, legal requests, subpoenas, and investigations.

9. LISTINGS; AVAILABILITY; PRICING; CALENDAR SYNCHRONIZATION

9.1 Listings and Profiles. Provider is solely responsible for ensuring that Provider Content, profile information, service descriptions, modality designations, treatment categories, pricing, addresses, travel zones, cancellation terms, and availability information are current, complete, and accurate at all times.

9.2 Pricing. Provider shall set and maintain Provider's own cash-pay service prices through the Platform. Provider shall not advertise or charge a lower all-in price to a Patient for the same Service outside the Platform if doing so would circumvent fees or induce off-platform migration in violation of Section 15.

9.3 Calendar Sync. Platform may permit synchronization with third-party calendars, including Google, Microsoft, Apple, or practice-management systems. Provider acknowledges that sync tools may be delayed, incomplete, unavailable, or subject to API limitations. Provider remains solely responsible for verifying actual availability, avoiding scheduling conflicts, honoring accepted Bookings, and updating blocked or open times.

9.4 No Liability for Sync Errors. Platform shall not be liable for double bookings, missed appointments, lost opportunities, patient dissatisfaction, or any other loss arising from synchronization errors, latency, software conflicts, duplicate events, mapping errors, or the failure of any third-party calendar or software service.

9.5 Platform Discretion. Platform may edit profile formatting, standardize presentation, suppress misleading content, remove unsupported claims, request substantiation, or temporarily hide listings pending review.

10. BOOKINGS; PATIENT COMMUNICATIONS; RESCHEDULING; CANCELLATIONS

10.1 Booking Rules. A Booking is governed by the terms displayed to the Patient at the time of booking, this Agreement, and Platform policies then in effect. Platform may establish minimum lead times, buffer windows, confirmation steps, expiration rules, service-area rules, and identity verification requirements.

10.2 Acceptance and Fulfillment. Provider shall timely accept, reject, or confirm Booking requests as directed by Platform and shall use commercially reasonable efforts to fulfill each accepted Booking. Provider shall not cancel confirmed Bookings except for good cause, such as patient safety concerns, force majeure, legal restrictions, illness, emergencies, or other reasons approved by Platform.

10.3 Rescheduling. Platform may allow Patients or Providers to reschedule Bookings. Unless Platform expressly states otherwise in writing, a rescheduled appointment arising from the same original Booking will not generate an additional Platform Fee; however, if the original booking is canceled and replaced by a new booking flow, Platform may treat the later reservation as a new Booking.

10.4 Cancellations and No-Shows. Platform may publish cancellation windows, patient no-show rules, provider lateness rules, and refund policies. Provider agrees that Platform may administer these rules uniformly or on a case-by-case basis to protect marketplace trust, payment compliance, and patient experience.

10.5 Patient Communications. Provider shall communicate with Patients through approved Platform channels when requested by Platform and shall not direct Patients to bypass Platform messaging for the purpose of avoiding fees, concealing off-platform transactions, or frustrating Platform oversight.

11. PAYMENT PROCESSING; STRIPE CONNECT; LIMITED PAYMENT COLLECTION AGENCY

11.1 Exclusive Processing Through Platform. All patient charges for Services originating through the Platform, and all related deposits, late-cancellation charges, no-show charges, package charges, add-on charges, gratuities if enabled, and other amounts approved by Platform, must be processed solely through Stripe Connect or another processor designated by Platform. Provider shall not collect cash, checks, card information, ACH instructions, peer-to-peer transfers, or other off-platform payment from a Patient for a Platform-originated Booking except where Platform expressly authorizes otherwise in writing.

11.2 Limited Payment Collection Agency. Provider appoints Platform as Provider's limited payment collection agent solely for the purpose of accepting and processing payments from Patients on Provider's behalf. Payment by a Patient to Platform is deemed the same as payment to Provider for the amount actually received and not later reversed, refunded, or offset. Platform's appointment is limited to collection, settlement, fee deduction, reserves, refunds, and remittance functions expressly described in this Agreement and does not create a general agency relationship.

11.3 Stripe Account and Terms. Provider shall timely establish, maintain, and keep in good standing a Stripe Connect account or other processor account designated by Platform, and shall accept and comply with the Stripe Services Agreement and all processor onboarding, verification, risk, reserve, and compliance requirements. Provider authorizes Platform to transmit Provider data to Stripe and other payment vendors as reasonably required.

11.4 Processor Dependency. Provider acknowledges that payment processing, settlement timing, holds, reserves, reversals, and payout availability depend on Stripe, card networks, banks, fraud systems, legal requirements, and other third parties beyond Platform's control. Platform does not guarantee

uninterrupted payment processing, same-day settlement, or the availability of any particular payout speed.

11.5 Merchant Risk Allocation. Regardless of any processor designation, Provider bears full economic responsibility for transactions related to Provider's Services, including Chargebacks, refunds, card network fines attributable to Provider conduct, fraud losses, late-presentment losses, and other processor debits arising from Provider's acts, omissions, policies, or Services.

12. FEES; PAYOUT TIMING; PASS-THROUGH CHARGES; TAXES

12.1 Platform Fee. Provider shall pay Platform a platform fee equal to fifteen percent (15%) of the Service Price for each confirmed, paid Booking (the "Platform Fee"), unless a different amount is set forth in Exhibit A or otherwise agreed by Platform in writing. The Platform Fee is deducted from the amounts collected on Provider's behalf before remittance to Provider. The Platform Fee is earned when a Booking is confirmed and paid, is not charged again for a permitted reschedule of the same Booking within Platform rules, and, where a late-cancellation or no-show amount is retained under the applicable policy, applies to the amount actually retained.

12.2 Pass-Through Processing Costs. Provider shall bear all third-party processing, payout, transfer, KYC/KYB, chargeback, reserve, dispute, instant payout, failed payout, and related Stripe or processor fees associated with Provider's transactions and account. Platform may pass such charges through directly, deduct them from payouts, invoice them separately, or net them against other amounts due to Provider.

12.3 Payout Schedules. Subject to processor availability, Platform may offer one or more payout timing options, including instant payout after a session, weekly payouts, bi-weekly payouts, or monthly payouts. Availability, cut-off times, holidays, reserve requirements, and fees may vary by Provider, transaction type, risk profile, bank, state, and processor rules. Platform may change, restrict, or remove payout options at any time.

12.4 Taxes. Provider is solely responsible for all taxes arising from Provider's business, Services, or receipts, including income, employment, self-employment, sales, use, excise, gross receipts, and other taxes, except taxes imposed on Platform's net income. Provider authorizes Platform to issue tax forms, reports, or statements as required by law or processor policy.

12.5 Right to Modify Fees. Platform may modify platform fees, fee methodologies, payout structures, reserve practices, or billing processes upon reasonable advance notice. Continued use of the Platform after the effective date of such changes constitutes acceptance.

13. CHARGEBACKS; REFUNDS; RESERVES; SETOFF

13.1 Chargebacks and Disputes. Provider is solely responsible for all Chargebacks, retrieval requests, arbitration fees, network penalties, representment costs, and losses arising from disputes relating to Provider's Services, conduct, scheduling, no-shows, documentation, alleged misrepresentation, fraud, duplicate charges, processing errors attributable to Provider, or any other transaction issue connected to Provider.

13.2 Refund Administration. Platform may, but is not obligated to, administer refunds, credits, adjustments, goodwill accommodations, and dispute responses in its discretion to preserve patient trust, comply with card network rules, or reduce risk. Platform may require Provider cooperation and supporting documentation within strict deadlines.

13.3 Reserves and Holds. Platform may establish transaction reserves, rolling reserves, delayed payouts, account holds, or other security measures whenever Platform reasonably believes they are necessary to cover actual or anticipated Chargebacks, refunds, fraud exposure, legal risk, or other liabilities. Platform may maintain such reserves for so long as reasonably necessary after termination.

13.4 Setoff. Platform may deduct, offset, withhold, or recoup from any amounts otherwise payable to Provider any sums owed or reasonably expected to be owed by Provider to Platform, Patients, Stripe, or other third parties in connection with the Platform or Provider's conduct. If payouts are insufficient, Provider shall pay the balance within five (5) Business Days of demand.

13.5 Survival of Financial Obligations. Provider's payment obligations under this Agreement survive suspension, termination, offboarding, and account closure.

14. CASH-PAY ONLY; NO INSURANCE BILLING; NO DOUBLE BILLING

14.1 Cash-Pay Model. Provider acknowledges that the Platform currently operates on a cash-pay basis for patient-paid sessions. Unless Platform expressly launches and authorizes a separate insurance workflow in writing, Provider shall treat all Platform-originated Bookings as cash-pay transactions.

14.2 No Insurance Claims for Patient-Paid Platform Sessions. For any Service already paid by a Patient through the Platform, Provider shall not submit, cause to be submitted, or assist in submitting any insurance claim, superbill intended for reimbursement where prohibited, out-of-network claim, secondary claim, workers' compensation claim, personal-injury lien, or other reimbursement request based on the same visit or charge in a manner that constitutes double billing, duplicate collection, or misrepresentation.

14.3 No Duplicate Collections. Provider shall not seek, demand, invoice, or collect from the Patient any additional amount for a Platform-paid Service except amounts expressly authorized through the Platform, documented in advance, and disclosed to the Patient through approved Platform workflows.

14.4 Compliance Responsibility. Provider bears sole responsibility for ensuring compliance with cash-pay disclosure rules, price transparency requirements, notice obligations, telehealth consent requirements, and any limitations on patient billing under Applicable Law.

15. NON-CIRCUMVENTION; NON-SOLICITATION; OFF-PLATFORM RESTRICTIONS

15.1 Core Restriction. Provider shall not, directly or indirectly, during the Term and for twenty-four (24) months after the later of (a) the Provider's last Platform-originated interaction with a Patient or (b) termination of this Agreement, solicit, encourage, divert, induce, direct, or accept from any Platform-originated Patient any booking, payment, rebooking, package purchase, membership purchase, future course of treatment, or similar commercial arrangement for substantially similar Services outside the

Platform if the practical effect is to avoid Platform fees, Platform oversight, or Platform transaction processing.

15.2 Specific Prohibited Conduct. Without limitation, Provider shall not: (a) exchange personal contact or payment information for the purpose of bypassing the Platform; (b) instruct a Patient to cancel and rebook privately; (c) advertise “book direct” offers to Platform-originated Patients; (d) collect cash, Zelle, Venmo, ACH, check, or card payments outside the Platform for Platform-originated Services; or (e) submit a Platform-originated Patient into a separate practice-management, subscription, or package workflow outside the Platform to avoid fees.

15.3 Liquidated Damages. The parties acknowledge that a breach of this Section would cause damages that are impracticable and extremely difficult to calculate with precision because such damages include lost booking fees, lost future transaction fees, patient-acquisition costs, reduced marketplace trust, disruption of network effects, and administrative expenses. Therefore, for each violation of this Section, Provider shall pay Platform liquidated damages equal to the greater of: (i) Ten Thousand Dollars (\$10,000); or (ii) five (5) times the total gross revenue derived, directly or indirectly, from the applicable Patient or transaction stream outside the Platform. The parties agree this amount is a reasonable pre-estimate of anticipated harm and not a penalty. Platform may recover liquidated damages in addition to injunctive relief and any other remedy available at law or in equity to the extent permitted by Applicable Law.

15.4 Reasonableness. Provider agrees that the temporal, subject-matter, and activity restrictions in this Section are reasonable and necessary to protect Platform’s legitimate business interests and that Provider has had the opportunity to review them with counsel. If a court or arbitrator deems any portion overbroad, the provision shall be reformed to the maximum extent enforceable.

16. RECORDS; DOCUMENTATION; HIPAA; PRIVACY; SECURITY

16.1 Clinical Records. Provider is solely responsible for creating, maintaining, retaining, securing, and producing all clinical records, chart notes, treatment plans, consents, notices, referrals, home exercise programs, and other care documentation required by Applicable Law. Provider shall ensure records are complete, accurate, contemporaneous, and retrievable.

16.2 Ownership Allocation. As between the parties, Provider owns Provider’s clinical records and professional documentation. Platform owns the Platform itself, all Platform-generated metadata, transaction logs, support records, product analytics, de-identified usage analytics, fraud signals, and other marketplace data excluding Provider-owned clinical records to the extent ownership is assigned by law to Provider or Patient.

16.3 Access and Export. Provider shall maintain the ability to access and export clinical records needed for continuity of care, legal retention, and patient requests. Platform is not responsible for maintaining Provider’s legal medical record unless expressly agreed in writing.

16.4 HIPAA Compliance. To the extent HIPAA applies, Provider is solely responsible for its obligations as a Covered Entity or Business Associate, including privacy notices, uses and disclosures, minimum necessary determinations, patient rights, breach notification duties, workforce training, and vendor management. If and only if Platform receives, creates, maintains, or transmits PHI on behalf of Provider

in a manner requiring a business associate agreement, the parties shall comply with an applicable BAA, whether separately executed or incorporated by Platform policy.

16.5 Security. Provider shall implement administrative, physical, and technical safeguards appropriate to the sensitivity of data involved, including access controls, device security, secure disposal, patching, encryption where reasonable, malware protection, and workforce confidentiality practices. Provider shall not upload PHI or other sensitive data into Platform fields not designated or approved for such purpose.

16.6 Data Incidents. Provider shall notify Platform without undue delay, and in no event later than twenty-four (24) hours after discovery, of any actual or suspected data breach, unauthorized access, ransomware event, credential compromise, privacy complaint, or security incident involving Platform-originated data. Provider shall bear all costs arising from incidents caused by Provider or Provider personnel, including investigation, notifications, credit monitoring where required, remediation, public relations, legal defense, and regulatory response.

17. INTELLECTUAL PROPERTY; LICENSE TO PROVIDER CONTENT; PUBLIC PROFILE

17.1 Platform IP. Platform and its licensors retain all right, title, and interest in and to the Platform, Platform Services, software, interfaces, workflows, data models, branding, marks, content, layout, marketplace methods, fees, and documentation, together with all intellectual property rights therein. No rights are granted except the limited, revocable rights expressly stated in this Agreement.

17.2 License from Provider. Provider grants Platform a worldwide, non-exclusive, royalty-free, sublicensable, transferable right and license during the Term and thereafter as reasonably necessary for archival, legal, or transactional purposes to host, reproduce, display, distribute, modify for formatting, and otherwise use Provider Content for operating, promoting, supporting, and improving the Platform and Provider's profile.

17.3 Public Profile and Marketing. Provider authorizes Platform to publish Provider's name, biography, credentials, specialties, practice information, approved photos, ratings, reviews, and other Provider Content in Platform listings, search results, communications, paid advertising, SEO landing pages, social media materials, or similar channels related to Platform's business, subject to Platform's reasonable editorial discretion and Applicable Law.

18. CONFIDENTIALITY

18.1 Nondisclosure. Provider shall protect Confidential Information using at least reasonable care and shall not disclose it to any third party except to personnel and advisors with a legitimate need to know who are bound by confidentiality obligations at least as protective as those in this Agreement.

18.2 Use Restriction. Provider shall use Confidential Information solely to perform under this Agreement and not for competitive benchmarking, reverse engineering business methods, fee avoidance, solicitation of other Platform providers, development of competing marketplaces, or other unauthorized purposes.

18.3 Exclusions. Confidential Information does not include information that Provider can prove by competent written evidence: (a) is or becomes publicly available without Provider's breach; (b) was

lawfully known to Provider without confidentiality restriction before disclosure by Platform; or (c) is lawfully received from a third party without duty of confidentiality.

18.4 Compelled Disclosure. If Provider is legally compelled to disclose Confidential Information, Provider shall, where legally permissible, give Platform prompt written notice and reasonable cooperation so Platform may seek protective treatment.

19. COMPLIANCE WITH LAW; AUDITS; INVESTIGATIONS

19.1 General Compliance. Provider shall comply with all Applicable Law relating to professional practice, telehealth, pricing, privacy, accessibility, anti-discrimination, consumer protection, marketing, tax, labor, and payment processing.

19.2 Platform Audits. During the Term and for three (3) years thereafter, Platform may request information and records reasonably necessary to verify Provider's compliance with this Agreement, including proof of licensure, insurance, identity, business registration, sanctions screening, policies, transaction support, and complaint responses. Provider shall provide such materials promptly at Provider's expense, except to the extent prohibited by law.

19.3 Investigations and Corrective Action. If Platform reasonably suspects a violation of this Agreement, patient harm, payment irregularity, or legal exposure, Platform may investigate, request explanations, require corrective action plans, pause listings, place holds, communicate with Patients, and take any interim measure Platform reasonably considers necessary to protect itself, Patients, or the marketplace.

20. ADVERTISING; TESTIMONIALS; REVIEWS; COMMUNICATIONS CONSENT

20.1 Reviews and Ratings. Platform may collect, display, suppress, moderate, reorder, remove, or decline to publish reviews, ratings, comments, or feedback in Platform's discretion, subject to Applicable Law. Provider shall not manipulate reviews, pressure Patients for favorable ratings, post fake reviews, or offer consideration for reviews except as expressly allowed by Platform.

20.2 Communications. Provider consents to receiving operational, transactional, legal, security, and marketing-related communications from Platform by email, SMS, phone, push notification, or other channels to the extent permitted by law. Provider is responsible for maintaining accurate contact information and monitoring such channels.

20.3 Recording and Monitoring. To the extent permitted by law, Platform may monitor, log, retain, or record communications occurring through Platform systems for safety, support, legal compliance, quality assurance, or dispute resolution purposes.

21. INSURANCE REQUIREMENTS

21.1 Minimum Coverage. Provider shall maintain, at Provider's sole cost and expense, professional liability or malpractice insurance with limits of not less than One Million Dollars (\$1,000,000) per claim or occurrence and Three Million Dollars (\$3,000,000) in the aggregate, together with any additional insurance reasonably required by Platform based on Provider's service modalities, staffing model, or legal risk profile.

21.2 Additional Coverages. If Provider performs in-home Services, employs personnel, rents space, uses vehicles, or maintains a business office, Provider shall also maintain all other insurance required by law and commercially reasonable for the nature of Provider's operations, which may include general liability, workers' compensation, employer's liability, cyber liability, commercial auto, property, and abuse/molestation coverage where relevant.

21.3 Evidence of Coverage. Provider shall furnish certificates of insurance, declarations pages, or other evidence reasonably satisfactory to Platform upon request and shall provide at least thirty (30) days' advance notice of cancellation or material reduction in coverage where obtainable.

22. INDEMNIFICATION

22.1 Provider Indemnity. Provider shall defend, indemnify, and hold harmless Platform and its affiliates and their respective owners, officers, directors, managers, employees, contractors, agents, successors, and assigns from and against any and all claims, demands, actions, proceedings, investigations, losses, liabilities, damages, judgments, fines, penalties, costs, and expenses, including reasonable attorneys' fees and experts' fees, arising out of or relating to: (a) Provider's Services or failure to provide Services; (b) Provider's negligence, gross negligence, recklessness, willful misconduct, fraud, misrepresentation, unlawful discrimination, harassment, or retaliation; (c) bodily injury, death, property damage, or emotional distress caused or allegedly caused by Provider; (d) Provider's breach of this Agreement; (e) Provider's violation of Applicable Law; (f) payment disputes, refunds, Chargebacks, or network fines attributable to Provider; (g) Provider's personnel; (h) data incidents, privacy violations, security failures, HIPAA violations, or confidentiality breaches caused by Provider; and (i) any allegation that Provider Content infringes, misappropriates, or violates any third-party right.

22.2 Control of Defense. Platform may participate in the defense of any indemnified matter with counsel of its own choosing at Provider's expense if Platform reasonably believes Provider's chosen defense could adversely affect Platform. Provider shall not settle any matter in a manner that admits fault of, imposes obligations on, or restricts rights of Platform without Platform's prior written consent.

22.3 Independent Obligations. Provider's indemnification obligations are independent of and in addition to Provider's insurance obligations and are not limited by insurance proceeds or policy limits.

23. DISCLAIMERS; PLATFORM AVAILABILITY; THIRD-PARTY SERVICES

23.1 Disclaimer of Warranties. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, THE PLATFORM SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT, OR THAT THE PLATFORM WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR PROFITABLE.

23.2 Third-Party Services. The Platform may interoperate with third-party services such as Stripe, calendar providers, communications tools, maps, cloud infrastructure, identity verification tools, and analytics vendors. Platform is not responsible for the acts, omissions, downtime, pricing, failures, data handling, or policy changes of such third parties.

23.3 No Guaranteed Results. Platform does not guarantee patient acquisition, conversion rates, search placement, payout speed, reimbursement treatment, legal compliance for Provider's particular practice model, or the economic value of participating in the Platform.

24. LIMITATION OF LIABILITY

24.1 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLATFORM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, OR FOR ANY LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COVER COSTS, OR DIMINUTION IN VALUE, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

24.2 Liability Cap. TO THE MAXIMUM EXTENT PERMITTED BY LAW, PLATFORM'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE PLATFORM SERVICES, OR THE PARTIES' RELATIONSHIP SHALL NOT EXCEED THE TOTAL NET PLATFORM FEES ACTUALLY PAID BY PROVIDER TO PLATFORM IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

24.3 Essential Basis. Provider acknowledges that the disclaimers and limitations of liability in this Agreement are fundamental elements of the parties' bargain and that Platform would not enter into this Agreement without them.

25. SUSPENSION; TERMINATION; OFFBOARDING

25.1 Suspension Rights. Platform may, without prior notice where Platform deems immediate action appropriate, suspend or limit Provider's listings, bookings, messaging, payouts, profile visibility, access credentials, or any portion of Platform Services if Platform reasonably believes Provider has violated this Agreement, created legal or safety risk, generated unusual refund or fraud activity, failed verification, become insolvent, damaged marketplace trust, or otherwise poses risk to Platform or Patients.

25.2 Termination by Platform. Platform may terminate this Agreement for convenience upon notice, or immediately for cause, including any material breach, patient safety concern, fraud, misrepresentation, off-platform circumvention, insurance lapse, loss of licensure, sanctions issue, or repeated poor responsiveness.

25.3 Effect of Termination. Upon termination or expiration: (a) Provider's right to access the Platform ceases except as expressly permitted for transition purposes; (b) Platform may remove or suppress Provider's profile and content; (c) Platform may continue to communicate with Patients regarding existing Bookings, refunds, support, legal matters, or continuity needs; (d) Platform may hold reserves and delay final payouts for a reasonable period to cover anticipated liabilities; and (e) Provider remains liable for all pre-termination obligations and post-termination obligations that by nature should survive.

25.4 Survival. Sections concerning fees, Chargebacks, taxes, non-circumvention, records, confidentiality, intellectual property, reviews, insurance, indemnification, disclaimers, limitations of liability, dispute resolution, and miscellaneous provisions survive termination.

26. DISPUTE RESOLUTION; ARBITRATION; CLASS ACTION WAIVER; INJUNCTIVE RELIEF

26.1 Informal Resolution. Before initiating arbitration, either party shall provide written notice of the dispute and the relief sought. The parties shall attempt in good faith for at least thirty (30) days to resolve the dispute informally unless immediate injunctive relief is sought under Section 26.6.

26.2 Binding Arbitration. Except as expressly provided otherwise, any dispute, claim, or controversy arising out of or relating to this Agreement, Provider's use of the Platform, Transactions, or the parties' relationship shall be resolved exclusively by final and binding arbitration administered by a reputable arbitration provider selected by Platform, applying its commercial rules, before a single arbitrator, in Santa Clara County, California, unless Platform elects remote proceedings or the law requires another forum.

26.3 Waiver of Jury Trial. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY KNOWINGLY, VOLUNTARILY, AND IRREVOCABLY WAIVES ANY RIGHT TO A JURY TRIAL IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

26.4 Class Action Waiver; No Consolidation. TO THE FULLEST EXTENT PERMITTED BY LAW, PROVIDER AGREES THAT ANY DISPUTE SHALL BE BROUGHT ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF, CLASS REPRESENTATIVE, CLASS MEMBER, PRIVATE ATTORNEY GENERAL, OR PARTICIPANT IN ANY CLASS, COLLECTIVE, CONSOLIDATED, MASS, OR REPRESENTATIVE ACTION OR PROCEEDING. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONSOLIDATE CLAIMS OR AWARD RELIEF TO OR FOR ANY PERSON OTHER THAN THE INDIVIDUAL PARTY IN ARBITRATION.

26.5 Fee Allocation. Except as otherwise required by Applicable Law or the arbitration provider's rules, each party shall bear its own attorneys' fees and costs, and shall share arbitrator fees equally; provided, however, that the arbitrator may award fees and costs to the prevailing party to the extent permitted by law or contract.

26.6 Injunctive and Equitable Relief. Notwithstanding the foregoing, Platform may seek temporary, preliminary, or permanent injunctive relief, equitable relief, specific performance, attachment, garnishment, or other provisional remedies in any court of competent jurisdiction to protect Confidential Information, intellectual property, payment rights, reserves, non-circumvention rights, data security, or marketplace integrity, without waiving arbitration as to the underlying merits.

26.7 Severability of Arbitration Terms. If any portion of this Section is found unenforceable, the unenforceable portion shall be severed or reformed to the minimum extent necessary, and the remainder shall remain in full force to the maximum extent permitted by law. If the class action waiver in Section 26.4 is found unenforceable with respect to a particular claim and that determination cannot be appealed, then such claim shall proceed in a court of competent jurisdiction and the arbitration provisions shall be severed solely as to that claim.

27. MISCELLANEOUS

27.1 Governing Law. This Agreement and all disputes arising out of or relating to it shall be governed by the laws of the State of California, without regard to conflict-of-laws principles, except to the extent federal law governs arbitrability or another issue by mandatory application.

27.2 Assignment. Provider may not assign, delegate, transfer, or subcontract this Agreement or any rights or obligations hereunder without Platform's prior written consent. Any attempted assignment in violation of this Section is void. Platform may assign this Agreement freely to an affiliate, successor, acquirer, or financing party.

27.3 Notices. Notices required under this Agreement shall be in writing and may be delivered by email, certified mail, overnight courier, or Platform notice functionality to the contact information last provided by the receiving party. Notices to Provider are effective upon transmission by Platform to Provider's file email address unless prohibited by law.

27.4 Amendments. Platform may amend this Agreement upon reasonable notice by posting an updated version, sending email notice, or presenting updated terms in-product. Except where Applicable Law requires affirmative consent, continued use of the Platform after the effective date constitutes acceptance. No oral modification is binding.

27.5 Waiver. No waiver of any breach is deemed a waiver of any prior, concurrent, or subsequent breach. Failure to enforce any term promptly does not waive Platform's right to enforce it later.

27.6 Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, that provision shall be modified to the minimum extent necessary to make it enforceable or, if that is not possible, severed, and the remaining provisions shall remain in full force and effect.

27.7 Force Majeure. Platform shall not be liable for any delay or failure in performance resulting from causes beyond its reasonable control, including acts of God, weather events, disease outbreaks, labor disputes, utility failures, internet outages, processor outages, cyberattacks, governmental action, supply disruptions, or failures of third-party services.

27.8 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous proposals, discussions, emails, understandings, and agreements relating to such subject matter.

27.9 Interpretation. Headings are for convenience only and do not affect interpretation. The words "including" and similar terms mean "including without limitation." This Agreement shall be interpreted fairly and not for or against either party based on authorship.

27.10 Counterparts; Electronic Acceptance. This Agreement may be accepted by electronic means, including click-through assent through the Platform, which has the same force and effect as a written signature.

EXHIBIT A. COMMERCIAL TERMS AND FEE SCHEDULE

A.1 The following commercial terms apply as of Version 2 of this Agreement. Platform may update them under Section 12.5 with notice as permitted by the Agreement.

Item	Description	Fee / Timing	Notes
Platform Fee	Percentage fee applied to each confirmed, paid Booking	15% of the Service Price	Deducted before remittance to Provider; where a late-cancellation or no-show amount is retained under the applicable policy, the Platform Fee applies to the amount actually retained; no additional fee for a permitted reschedule of the same Booking.
Card processing	Standard card processing charges passed through to Provider	Variable per processor pricing	Examples may include percentage plus fixed amount per successful card charge.
Stripe Connect account fee	Connected account or active account fee	Variable	May apply monthly or on other basis depending on Stripe plan and account activity.
Instant payout	Expedited payout shortly after completed session or payout event	Variable additional fee	Availability subject to bank eligibility, Stripe rules, reserves, holidays, and fraud review.
Weekly payout	Default scheduled payout option	Lower fee or no added payout fee if offered	Subject to holds, reserves, and processor cutoffs.
Bi-weekly payout	Scheduled payout every two weeks if enabled	Lower administrative frequency	May reduce payout event charges if such charges apply per payout.
Monthly payout	Scheduled payout once monthly if enabled	Lowest frequency; timing may vary	May reduce payout event charges if such charges apply per payout.
Chargeback / dispute cost	Amounts debited in connection with transaction disputes	Pass-through plus administrative handling if applicable	Provider bears all such amounts and associated processor/network fees.

A.2 Provider acknowledges that processor pricing and payout costs can change. Provider remains responsible for all processor-imposed fees and pass-through charges whether or not individually itemized on each payout statement.

ACCEPTANCE

This Agreement is accepted electronically through the Platform during provider onboarding (see Section 2.3 and Section 27.10). The Platform records the accepting account, document version, and timestamp of acceptance.