

**ZIVIAN HEALTH
APC SERVICES AGREEMENT**

THIS APC SERVICES AGREEMENT (“APC Agreement”) is between Zivian Health, Inc., a Delaware corporation (“Zivian Health”), and the advanced practice clinician (“APC”) identified on the APC Enrollment Form. Zivian Health and APC are sometimes individually referred to herein as a “Party” and collectively as the “Parties.” The APC Agreement together with any APC Enrollment Forms are collectively the “Agreement.” The Agreement is effective on the date indicated in the APC Enrollment Form (the “Effective Date”).

WHEREAS, Zivian Health provides medical staffing solutions that include medical staffing and associated administrative services and technology (collectively, the “Programs”); and

WHEREAS, APC desires to enroll in the Programs as specified in the APC Enrollment Form.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1) Programs/APC Enrollment Form. APC shall participate in certain Programs as indicated in the APC Enrollment Form(s) (each an “APC Enrollment Form” and collectively “APC Enrollment Forms”), which are incorporated and made part of this Agreement, and the Program descriptions attached hereto as Exhibits. In the event of a conflict between these terms and an APC Enrollment Form, the terms of the APC Enrollment Form shall control.

2) Term of Agreement.

- a) Term of Agreement. The Agreement shall remain in effect while any APC Enrollment Form is in effect (the “Term”). This Agreement shall automatically terminate when all outstanding APC Enrollment Forms are terminated. A termination of the Agreement shall automatically terminate all outstanding APC Enrollment Forms.
- b) APC Enrollment Form Terms. The initial term of each APC Enrollment Form will begin upon the execution of the APC Enrollment Form. Each APC Enrollment Form shall automatically renew after the initial term for additional one (1) year terms (collectively, the “APC Enrollment Form Term”), unless not less than thirty (30) days prior to the end of the APC Enrollment Form initial term or any renewal term, either Party

notifies the other of its intent not to renew the APC Enrollment Form.

3) Termination.

- a) Termination Without Cause. Either Party may terminate this Agreement without cause with at least thirty (30) days’ prior written notice to the other Party.
- b) Termination for Breach. Either Party may terminate this Agreement or any APC Enrollment Form at any time in the event of a material breach of the Agreement by the other Party that remains uncured after fifteen (15) days following written notice thereof. Termination shall be in addition to any other remedies that may be available to the non-breaching Party.
- c) Termination for Bankruptcy, Insolvency or Financial Insecurity. Either Party may terminate this Agreement immediately at its option upon written notice if the other Party: (i) becomes or is declared insolvent or bankrupt; (ii) is the subject of a voluntary or involuntary bankruptcy or other proceeding related to its liquidation or solvency, which proceeding is not dismissed within ninety (90) calendar days after its filing; (iii) ceases to do business in the normal course; or (iv) makes an assignment for the benefit of creditors. This Agreement shall terminate

immediately and automatically upon any determination by a court of competent jurisdiction that either Party is excused or prohibited from performing in full all obligations hereunder, including, without limitation, rejection of this Agreement pursuant to 11 U.S.C. § 365.

- d) Obligations upon Termination. Termination of this Agreement or an APC Enrollment Form for any reason shall not discharge either Party's liability for obligations incurred hereunder and amounts unpaid at the time of such termination. APC shall pay Zivian Health for all Programs rendered prior to the effective date of termination. Upon termination of the Agreement, each Party shall return or destroy the other Party's Confidential Information that is in its possession at the time of termination.

4) Fees and Expenses.

- a) Fees. As compensation for the Programs specified in this Agreement and for assuming all duties, responsibilities, and obligations required by this Agreement, APC will compensate Zivian Health for all fees (the "Fees") specified in the APC Enrollment Forms, as further detailed in Section 4d of this APC Agreement. Fees are exclusive of taxes, levies, duties, governmental charges, and expenses (with the exception of any Zivian Health's income taxes), which amounts shall be paid by APC if applicable.
- b) Regulatory Fees. The Medical Staff shall be responsible for obtaining and maintaining, at their expense, appropriate professional licensure in APC's states of operation agreed in the APC Enrollment Form. Certain states may require additional regulatory/governmental filing fees, including but not limited to filing fees for establishing a collaborative relationship, for Medical Staff to provide the services for APC; Zivian Health reserves the right to invoice APC for such fees and APC agrees to pay such fees.
- c) Expenses. Certain states may charge certain government or regulatory filing fees for the Medical Staff to provide services for Client. APC

shall pay Zivian Health for the reasonable expenses incurred by Zivian Health and its personnel in connection with its performance of the Services that have been pre-approved by APC (the "Expenses").

d) Billing and Payment.

- i) Monthly Rate Fees: APC shall pay the Monthly Rate Fees as detailed and established in the APC Enrollment Form for all practice(s)/platform(s) per month intended for covered collaborating services. These Monthly Rate Fees are set to begin upon notification of execution and acceptance of your Collaboration Agreement with a Collaborating Physician.
- ii) APC will pay invoices in U.S. dollars within five (5) days of receipt of invoice.
- iii) The billing cycle for the Monthly Rate Fees as established in the APC Enrollment Form will commence on the date (the "Collaboration Start Date") that the Collaboration Agreement is signed by APC and Collaborating Physician. Unless other billing and payment terms are provided for in the APC Enrollment Form, Zivian Health shall prepare and submit invoices to the APC for all Programs and Expenses incurred on a monthly basis. The first payment due will be prorated by the Collaboration Start Date, if Collaboration Start Date does not begin on the 1st of the month, and will also include the following month of Collaborating Physician Services within the amount owed. Payments due hereunder must be made by wire transfer, certified check, bank check or such other method as may be agreed upon by Zivian Health. Any amounts not paid by APC when due to Zivian Health shall be subject to interest charges, from the date due until paid, at the rate of one and one half percent (1.5%) per month, or the highest interest rate allowable by law (whichever is less), payable monthly. If any amounts due to Zivian Health from APC becomes past due for any reason, Zivian

Health may at its option and without further notice withhold further Programs until all invoices have been paid in full, and such withholding of Programs shall not be considered a breach or default of any of Zivian Health's obligations under this Agreement.

5) Representations, Warranties, Covenants. Each Party represents, warrants, and covenants during the Term that: (a) it has all requisite power and authority to enter into this Agreement and to carry out its obligations hereunder; (b) by entering into this Agreement, it does not and will not violate or constitute a breach of any of its contractual obligations with third parties; (c) it will comply in all material respects with all applicable federal, state and local laws, statutes, ordinances, rules and regulations within the United States; and (d) it holds all permits, licenses and similar authority necessary for performing its obligations under the Agreement.

6) Medical Staffing

- a) Zivian Health contracts with licensed medical providers ("Medical Staff") and makes the Medical Staff available to APC, as further described in the APC Enrollment Forms. The agreements between Zivian Health and Medical Staff shall be consistent with the terms herein.
- b) The Medical Staff are independent contractors. Zivian Health does not employ the Medical Staff or provide medical services. The Medical Staff exercise their own independent professional judgment in providing all medical services under the Programs.
- c) Zivian Health does not credential the Medical Staff or otherwise vet the Medical Staff except to: (a) check professional licensure; (b) ensure the Medical Staff are not excluded from federal healthcare programs; and (c) NPDB verification.
- d) The Medical Staff shall not bill patients or third-party payers for their services under the Programs. The Medical Staff shall assign all right to payment for services under the Programs to APC.
- e) APC may request that Zivian Health remove or replace a specific Medical Staff individual

provided hereunder. Zivian Health shall consider such a request in good faith, but Zivian Health is not obligated to grant such a request. In the event APC demands removal of a Medical Staff individual, APC may be responsible for additional restaffing fees.

- f) For any APCs that are working with Grow Therapy, LLC, the listing of Grow Therapy as a practice location in the collaborative agreement will correspond to the practice location for the corresponding Grow Therapy practice location found here:

https://www.zivianhealth.com/s/Grow_Therapy_Practice_Locations.pdf

7) Programs Warranty; Disclaimer.

- a) Unless expressly stated otherwise herein, Zivian Health does not warrant in any form the results or achievements of the Programs provided or the resulting work product and deliverables. Zivian Health only warrants that the services provided with the Programs will be performed by qualified personnel in a professional and workmanlike manner in accordance with the generally accepted industry standards and practices.
- b) THE WARRANTY SET FORTH IN THIS SECTION IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE PROGRAMS PROVIDED UNDER THIS AGREEMENT, OR AS TO THE RESULTS WHICH MAY BE OBTAINED THEREFROM. ZIVIAN HEALTH DISCLAIMS ANY AND ALL IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. ZIVIAN HEALTH SHALL NOT BE LIABLE FOR ANY SERVICES OR WORK PRODUCT OR DELIVERABLES PROVIDED BY THE MEDICAL STAFF OR THIRD PARTIES IDENTIFIED OR REFERRED TO THE APC BY ZIVIAN HEALTH DURING THE TERM OF THIS AGREEMENT, PURSUANT TO ANY APC ENROLLMENT FORM OR OTHERWISE. APC'S EXCLUSIVE REMEDY FOR

BREACH OF THIS WARRANTY IS REPERFORMANCE OF THE SERVICES, OR IF REPERFORMANCE IS NOT POSSIBLE OR CONFORMING, REFUND OF AMOUNTS PAID UNDER THIS AGREEMENT FOR SUCH NON-CONFORMING SERVICES.

8) Intellectual Property

- a) Programs IP. Zivian Health owns or has rights to use all Intellectual Property Rights in the Programs, which includes all services, deliverables, and software (including data collected therein) as further described in the APC Enrollment Forms. “Intellectual Property Rights” means any and all intellectual property rights existing from time to time under any law, including patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law (together with all of the goodwill associated therewith), unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide. For purposes of this definition, rights under patent law shall include rights under any and all patent applications and patents (including letters patent and inventor’s certificates) anywhere in the world, including any provisionals, substitutions, extensions, supplementary patent certificates, reissues, renewals, divisions, continuations in part (or in whole), continued prosecution applications, requests for continued examination, and other similar filings or stages thereof provided for under the laws of the United States, or of any other country.
- b) Use of Programs. This Agreement is not intended to transfer either Party’s Intellectual Property Rights except as expressly provided herein. Zivian Health may license use of and access to Programs to APC as further described in the APC Enrollment Forms. Zivian Health retains all other Intellectual Property Rights in the Programs. APC shall not do or attempt to

do, any of the following: reverse-engineer, decompile, disassemble, translate, create derivative works from, or otherwise attempt to obtain access to the source code of, any aspect of the Programs. APC shall not copy, reproduce, alter, or otherwise modify the Programs. APC shall not lease, loan, sublicense, distribute, or otherwise provide others access to any aspect of the Programs, except as expressly permitted in this Agreement.

- c) Marks. Each Party hereby grants the other Party a non-exclusive, royalty-free, irrevocable, worldwide right and license during the Term to copy, reproduce, distribute, and otherwise use its trademarks, service marks, trade names, logos, symbols or brand names (collectively, the “Marks”) solely for the purpose of providing the Programs as mutually agreed and contemplated by this Agreement. Each Party acknowledges that the provisions of this Section do not convey any proprietary or other right, title or ownership interests in the other Party’s Marks, or any goodwill associated therewith. Each Party’s use of the other Party’s Marks shall inure solely to the benefit of owning Party.
- d) Ownership of Work Product. This is not a work-for-hire agreement. The copyright in all deliverables created hereunder for APC shall belong to Zivian Health. All Intellectual Property Rights in all pre-existing works and Derivative Works (as defined in 17 U.S.C. § 101, as amended) of such pre-existing works and other deliverables and developments made, conceived, created, discovered, invented, or reduced to practice in providing the Programs hereunder are and shall remain the sole and absolute property of Zivian Health, subject to a worldwide, non-exclusive license to APC for its internal use as intended under this Agreement. This Agreement does not grant APC any license to any of Zivian Health’s other products, which products must be licensed separately.

9) Confidential Information.

- a) Confidential Information. The Parties acknowledge that by reason of their

relationship to the other hereunder, each may disclose or provide access (the “Disclosing Party”) to the other Party (the “Receiving Party”) certain Confidential Information. “Confidential Information” shall mean (i) information concerning a Party’s products, business and operations including, but not limited to, information relating to business plans, financial records, customers, suppliers, vendors, products, product samples, costs, sources, strategies, inventions, procedures, sales aids or literature, technical advice or knowledge, contractual agreements, pricing, price lists, product white papers, product specifications, trade secrets, procedures, distribution methods, inventories, marketing strategies and interests, algorithms, data, designs, drawings, work sheets, blueprints, concepts, samples, inventions, manufacturing processes, computer programs and systems and know-how or other intellectual property, of a Party and its affiliates that may be at any time furnished, communicated or delivered by the Disclosing Party to the Receiving Party, whether in oral, tangible, electronic or other form; (ii) the terms of any agreement, including this Agreement, and the discussions, negotiations and proposals related to any agreement; (iii) the identities, backgrounds, contact information, clinical rates, experience, licensure, and any other information about the Medical Staff and (iv) all other non-public information provided by the Disclosing Party hereunder. In no event shall Zivian Health’s use or disclosure of information regarding or relating to the development, improvement, or use of any of the Programs be subject to any limitation or restriction. All Confidential Information shall remain the property of the Disclosing Party.

- b) Use of Confidential Information; Standard of Care. The Receiving Party shall maintain the Confidential Information in strict confidence and disclose the Confidential Information only to its employees, subcontractors, consultants, and representatives who have a need to know such Confidential Information in order to fulfill

the business affairs and transactions between the Parties contemplated by this Agreement and who are under confidentiality obligations no less restrictive as this Agreement. The Receiving Party shall at all times remain responsible for breaches of this Agreement arising from the acts of its employees, subcontractors, consultants, and representatives. Receiving Party shall use the same degree of care as it uses with respect to its own similar information, but no less than a reasonable degree of care, to protect the Confidential Information from any unauthorized use, disclosure, dissemination, or publication. Receiving Party shall only use the Confidential Information in furtherance of its performance of its obligations under this Agreement and agrees not to use the Disclosing Party’s Confidential Information for any other purpose or for the benefit of any third party, without the prior written approval of the Disclosing Party. The Receiving Party shall not decompile, disassemble, or reverse engineer all or any part of the Confidential Information.

- c) Exceptions. Confidential Information does not include information that: (a) was lawfully in Receiving Party’s possession before receipt from Disclosing Party; (b) at or after the time of disclosure, becomes generally available to the public other than through any act or omission of the Receiving Party; (c) is developed by Receiving Party independently of any Confidential Information it receives from Disclosing Party; (d) Receiving Party receives from a third party free to make such disclosure without, to the best of Receiving Party’s knowledge, breach of any legal or contractual obligation, or (e) is disclosed by Receiving Party with Disclosing Party’s prior written approval. Confidential Information does not include protected health information or de-identified information.
- d) Required Disclosures. If the Receiving Party is confronted with legal action to disclose Confidential Information received under this Agreement, the Receiving Party shall, unless

prohibited by applicable law, provide prompt written notice to the Disclosing Party to allow the Disclosing Party an opportunity to seek a protective order or other relief it deems appropriate, and Receiving Party shall reasonably assist disclosing Party in such efforts. If disclosure is nonetheless required, the Receiving Party shall limit its disclosure to only that portion of the Confidential Information which it is advised by its legal counsel must be disclosed.

- e) Unauthorized Use or Disclosure of Confidential Information; Equitable Relief. In the event the Receiving Party discovers that any Confidential Information has been used, disseminated, or accessed in violation of this Agreement, it will immediately notify the Disclosing Party; take all commercially reasonable actions available to minimize the impact of the use, dissemination, or publication; and take any and all necessary steps to prevent any further breach of this Agreement. The Parties agree and acknowledge that any breach or threatened breach regarding the treatment of the Confidential Information may result in irreparable harm to the Disclosing Party for which there may be no adequate remedy at law. In such event the Disclosing Party shall be entitled to seek an injunction, without the necessity of posting a bond, to prevent any further breach of this Agreement, in addition to all other remedies available in law or at equity.
- f) Return of Confidential Information; Survival. Receiving Party shall promptly return or, at Disclosing Party's option, certify destruction of all copies of Confidential Information at any time upon request or within thirty (30) days following the expiration or earlier termination of the Agreement. Notwithstanding any expiration or termination of this Agreement, Receiving Party's obligations to protect the Confidential Information pursuant to this Section will survive for two (2) years after the expiration or earlier termination of this Agreement.

10) Privacy; Security.

- a) Each Party is responsible for ensuring its own compliance with all applicable privacy laws for provision and use of the Programs hereunder.
- b) APC shall not share any protected health information with Zivian Health unless the Parties mutually agree otherwise. In the event Zivian Health provides services to APC that are a business associate function under HIPAA, the Parties (or APC's Practice/Platform, if applicable) will execute a business associate agreement.

11) Indemnification.

- a) Each Party (the "Indemnifying Party") agrees to indemnify, defend, and hold harmless the other Party and its affiliates and their respective officers, directors, employees, and agents from and against any and all losses, charges, liabilities, penalties, interest claims (including taxes and all related interest and penalties incurred directly with respect thereto), however described or denominated, and all related reasonable costs, expenses, and other charges (including all reasonable attorneys' fees and reasonable internal and external costs of investigations, litigation, hearings, proceedings, document and data productions and discovery, settlement, judgment, award, interest, and penalties) (collectively, "Losses"), arising from third-party claims ("Claims") to the extent arising out of the Indemnifying Party's gross negligence or willful misconduct. In addition, APC shall indemnify, defend, and hold harmless Zivian Health and Medical Staff against all Losses arising from Claims relating to care for APC patients, except to the extent the Claim is caused by Zivian Health or the Medical Staff's respective gross negligence or willful misconduct.
- b) The Indemnifying Party's liability under this Section shall be reduced proportionally to the extent that any act or omission of the other Party, or its employees or agents, contributed to such liability.

- c) The Party seeking indemnification shall provide the Indemnifying Party with prompt written notice of the claim and give complete control of the defense and settlement to the Indemnifying Party, and shall cooperate with the Indemnifying Party, its insurance company, and its legal counsel in its defense of such claim(s). This indemnity shall not cover any claim in which there is a failure to give the Indemnifying Party prompt notice to the extent such lack of notice prejudices the defense of the claim.

12) Limitation of Liability; Actions.

- a) IN NO EVENT SHALL EITHER PARTY OR MEDICAL STAFF BE LIABLE UNDER THIS AGREEMENT TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LOST BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, AND COSTS OF COVER, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.
- b) IN NO EVENT WILL THE LIABILITY OF ZIVIAN HEALTH OR MEDICAL STAFF ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID BY APC HEREUNDER IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM.
- c) NO ACTION SHALL BE BROUGHT FOR ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF SUCH CAUSE OF ACTION, EXCEPT FOR MONEY DUE ON AN OPEN ACCOUNT.

13) Insurance. APC shall maintain all statutory required insurance for APC's services in connection with the Programs provided hereunder. In any event, APC

shall maintain professional liability insurance that provides coverage limits amounts of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) annual aggregate. The professional liability coverage shall stay in effect for the Term of this Agreement and at least two (2) years after termination. APC will provide professional liability insurance for the Medical Staff assigned to APC ("Collaborating Physician(s)") to cover all of the Collaborating Physician(s) services covered under the Agreement. APC may obtain separate policy or identify Collaborating Physician(s) in APC's coverage provided that such identification fully covers Collaborating Physician(s). APC shall provide Zivian Health proof of coverage prior to the start of Collaborating Physician services and shall continue to provide proof of coverage thereafter upon Zivian Health's request. APC shall provide prior written notice before discontinuing or changing any terms of coverage.

14) Not Excluded. Each Party represents and warrants that (a) neither it nor any employee, contractor or agent engaged to provide Programs under this Agreement is excluded from participation under any federal health care program; (b) no final adverse action, as such term is defined under 42 U.S.C. § 1320(a)-7, has occurred or is pending or threatened against the Party or, to its knowledge, against any employee, contractor or agent engaged to provide Programs under this Agreement; and (c) neither Party nor, to its knowledge, any employee, contractor or agent engaged to provide Programs under this Agreement, is under investigation by any federal or state governmental agency in connection with any medical items or services furnished or billings submitted to any federal health care program (collectively "Exclusions/Adverse Actions"). During the Term of this Agreement, each Party agrees to notify the other party in writing of any Exclusions/Adverse Action within ten (10) days of learning of any such Exclusions/Adverse Action and provide the basis of the Exclusions/Adverse Action.

15) Cooperation of APC. APC agrees to comply with all reasonable requests of Zivian Health and shall provide Zivian Health with access to all documents

as may be reasonably necessary for delivery of the Programs under the Agreement.

16) Non-Solicitation. During the Term of this Agreement and for one (1) year following the expiration or termination date of the Agreement, APC shall not directly or indirectly solicit or induce any Zivian Health employee or contractor or any Medical Staff who has been involved, directly or indirectly, in the performance, review and/or acceptance of the Programs, to consider or accept employment or contract for services with APC or any organization with which APC is involved in any way. Examples of involvement include, but are not limited to, an organization or person that has any form of direct or indirect business relationship with APC, any entity wholly or partially owned by APC, or any successor to or assignee of one of the foregoing. The Parties acknowledge the resources that Zivian Health has expended to create its network of Medical Staff and Zivian Health's legitimate business interest in ensuring that the Medical Staff are not solicited to Zivian Health's detriment. APC shall not take any action in attempt to circumvent the restrictions of this provision, including by way of example only, referring any Medical Staff for another business relationship outside of Zivian Health. In the event APC violates this provision, APC shall pay liquidated damages in the amount no less than \$25,000 per violation; provided, that Zivian Health reserves the right to specify a higher liquidated damages fee for certain Medical Staff under an APC Enrollment Form.

17) Dispute Resolution; Mandatory Arbitration. The Parties desire to avoid all forms of traditional litigation and, therefore, agree that any controversy, claim or dispute arising under, concerning or otherwise relating to this Agreement or any provision hereof, or the breach or alleged breach thereof (in each case, a "Dispute") shall be resolved exclusively as set forth in this Section. In the event of a Dispute, the Parties shall use all reasonable efforts to resolve the Dispute through direct discussions. Within thirty (30) days of written notice that there is a Dispute, the Parties shall meet at a place to be mutually determined by the Parties or confer by telephone in an effort to reach an

amicable settlement and to explore alternative means to resolve the Dispute expeditiously (e.g., mediation). If the Dispute has not been resolved within thirty (30) days of the initial written notice that there is a Dispute (or such additional time to which the Parties may agree), the matter shall be resolved by final and binding arbitration before a single arbitrator at a place to be mutually determined by the Parties. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures, and the Parties agree that the arbitrator may impose sanctions in his or her discretion to enforce compliance with discovery and other obligations. The arbitrator's decision shall be final and binding upon the Parties, and judgment on an arbitral award may be entered by any court of competent jurisdiction, or application may be made to such a court for judicial acceptance of the award and any appropriate order including enforcement. The arbitrator shall have the power to grant temporary, preliminary and permanent relief, including injunctive relief and specific performance. The arbitrator may award the successful or prevailing Party reasonable attorneys' fees and other costs incurred in connection with that action or proceeding, in addition to any other relief to which it may be entitled. If any other proceeding is brought by one Party against another to enforce an arbitration award, the successful or prevailing Party shall be entitled to recover its reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled. Should this arbitration clause be invalid or unenforceable, the Parties consent to exclusive jurisdiction and forum in the state and federal courts located in New York, New York.

18) Relationship of the Parties. The relationship of the Parties hereto is that of independent contractors. Nothing in this Agreement, and no course of dealing between the Parties, shall be construed to create or imply an employment or agency relationship or a partnership or joint venture relationship between the Parties or between one Party and the other Party's employees or agents. Each of the Parties is an independent contractor and neither Party has

the authority to bind or contract any obligation in the name of or on account of the other Party or to incur any liability or make any statements, representations, warranties, or commitments on behalf of the other Party, or otherwise act on behalf of the other. The Agreement shall not be construed as constituting either Party as partner, joint venture or fiduciary of the other Party or to create any other form of legal association that would impose liability upon one Party for the act or failure to act of the other Party, or as providing either Party with the right, power or authority (express or implied) to create any duty or obligation of the other Party. Each Party shall be solely responsible for payment of the salaries of its employees and personnel (including withholding of income taxes and social security), workers compensation, and all other employment benefits.

19) Force Majeure. Neither Party shall be liable hereunder for any failure or delay in the performance of its obligations under this Agreement, except for the payment of money, if such failure or delay is on account of causes beyond its reasonable control, including civil commotion, war, fires, floods, accident, earthquakes, inclement weather, telecommunications line failures, electrical outages, network failures, governmental regulations or controls, casualty, strikes or labor disputes, terrorism, pandemics, epidemics, local disease outbreaks, public health emergencies, communicable diseases, quarantines, or acts of God, in addition to any and all events, regardless of their dissimilarity to the foregoing, beyond the reasonable control of the Party deemed to render performance of the Agreement impracticable or impossible, for so long as such force majeure event is in effect. Each Party shall use reasonable efforts to notify the other Party of the occurrence of such an event within five (5) days of its occurrence.

20) Governing Law. This Agreement will be governed by and interpreted in accordance with the laws of the State of Delaware, without giving effect to the principles of conflicts of law of such state.

21) Assignment; Subcontractors. Neither Party may assign, transfer or delegate any or all of its rights or

obligations under this Agreement, without the prior written consent of the other Party; provided, that, upon prior written notice to APC, Zivian Health may assign the Agreement to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning Party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, APC acknowledges and agrees that Zivian Health may use subcontractors in providing the Programs under this Agreement

22) No Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

23) Severability. If any provision or portion of this Agreement shall be rendered by applicable law or held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

24) Headings; Construction. The headings/captions appearing in this Agreement have been inserted for the purposes of convenience and ready reference, and do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the provisions to which they appertain. This Agreement is the result of negotiations between the Parties and their counsel. Accordingly, this Agreement shall not be construed more strongly against either Party regardless of which Party is more responsible for its preparation, and any ambiguity that might exist herein shall not be construed against the drafting Party.

25) Survival. Each term and provision of this Agreement that should by its sense and context survive any termination or expiration of this Agreement, shall so survive regardless of the cause and even if resulting from the material breach of either Party to this Agreement.

26) **Rights Cumulative.** The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

27) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument, without necessity of production of the others. An executed signature page delivered via electronic signature shall be deemed as effective as an original executed signature page.

28) **Authorized Signatories.** It is agreed and warranted by the Parties that the individuals signing this Agreement on behalf of the respective Parties are authorized to execute such an agreement. No further proof of authorization shall be required.

29) **Notices.** All notices or other communications required under this Agreement shall be in writing and shall be deemed effective when received and made in writing by either (i) hand delivery, (ii) registered mail, (iii) certified mail, return receipt requested, (iv) overnight mail, or (v) e-mail addressed to the Party on the address listed on signature page hereto or to such other address as such Party shall specify by like notice hereunder.

30) **Changes in Law.** Both Parties acknowledge that mandatory changes in applicable laws governing the Programs under this Agreement could require material changes to the Programs and could materially and adversely affect the financial assumptions of either or both Parties. If this occurs, either Party shall have the right to provide prompt notice to the other Party of such an occurrence and:

(i) propose continuation of the Programs with the mandated changes and any associated costs; or (ii) terminate this Agreement effective upon 30 days' or when the material change goes into effect, whichever is sooner.

31) **Waiver.** No waiver of any term or right in this Agreement shall be effective unless in writing, signed by an authorized representative of the waiving Party. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter.

32) **Entire Agreement; Modification.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof and supersedes any prior agreement or communications between the Parties, whether written, oral, electronic, or otherwise. No change, modification, amendment, or addition of or to this Agreement or any part thereof shall be valid unless in writing and signed by authorized representatives of the Parties. Each Party hereto has received independent legal advice regarding this Agreement and their respective rights and obligations set forth herein. The Parties acknowledge and agree that they are not relying upon any representations or statements made by the other Party or the other Party's employees, agents, representatives, or attorneys regarding this Agreement, except to the extent such representations are expressly set forth in this Agreement.

Exhibit A
Medical Staff Collaboration

1) Medical Staffing:

- a) Zivian Health shall use best efforts to provide Medical Staff who are licensed physicians (MDs and DOs) (“Collaborating Physicians”) to provide supervision and/or collaboration for APC in the states identified on the APC Enrollment Form. The Collaborating Physicians shall only provide supervision and/or collaboration for APC’s services in the Practice/Platform identified on the APC Enrollment Form.
- b) The Parties understand and acknowledge that implementation of the Program is contingent upon a scoping review by Zivian Health and the Medical Staff. The purpose of the scoping review is to (a) allow Zivian Health and the Medical Staff to determine the number of Collaborating Physicians and licensure that will be required (as further described in section 1(c) below) to implement the Program and (b) permit Medical Staff to review and approve any applicable APC clinical guidelines/protocols, documentation requirements, and third-party reimbursement requirements (collectively, “APC Requirements”).
 - i) In the event Zivian Health and/or the Medical Staff do not approve the APC Requirements, the Parties shall discuss whether any reasonable modifications can be made to address any issues. However, if Zivian Health/Medical Staff and APC cannot reach agreement, then either Party may terminate the APC Enrollment Form upon notice to the other Party without any penalty.
 - ii) If any information shared during the scoping review materially changes thereafter during the APC Enrollment Form Term, the Parties will meet in good faith to determine whether changes are required to the terms of the APC Enrollment Form, and, in the event the Parties are unable to mutually agree on such changes, either Party may terminate the APC Enrollment Form upon notice to the other Party.
- c) The Parties acknowledge that the number of Collaborating Physicians and required licensure will depend on certain variables specific to APC’s practice, including but not limited to the variables described below (the “Collaborating Physician Variables”). In implementing the Program, APC shall provide accurate information to allow Zivian Health and the Medical Staff to assess the Collaborating Physician Variables. The Collaborating Physician Variables include:
 - i) Average number of patients seen by APC per shift;
 - ii) Schedules/shifts of APC;
 - iii) Experience and training of APC;
 - iv) States where APC patients are located and overall practice geography; and
 - v) Extent of supervision/collaboration and any limits required by applicable state laws.

2) Administrative Services

- a) Zivian Health shall provide reasonable administrative support services in support of the Medical Staff. These administrative services include:
 - i) Invoicing and collecting payment from APC on behalf of the Medical Staff;
 - ii) Providing updated Collaboration Agreement templates and drafting assistance;
 - iii) Assisting Medical Staff with documentation and other administrative support in providing the services.

3) APC Responsibilities. APC shall have the following responsibilities:

- a) Provide any applicable APC Requirements during the scoping review and provide prompt notice of any subsequent changes thereto;
- b) Ensure appropriate state licensure for APC;
- c) Sign collaborative agreements with the Collaborating Physicians when required;
- d) Comply with the terms of the collaborative agreements;
- e) Maintain phone and/or video communication equipment that is capable of real-time and constant communication with the Collaborating Physicians while APC is on shift; and
- f) Provide statutorily required insurance for APC and, in any event, professional liability coverage with minimum limits of at least \$1,000,000 per claim and \$3,000,000 aggregate that covers all of the APC's services requiring supervision/collaboration hereunder.