

PROVIDER ENGAGEMENT AND SUBSCRIPTION AGREEMENT

THIS PROVIDER ENGAGEMENT AND SUBSCRIPTION AGREEMENT, THE PROVIDER AGREEMENT (DEFINED BELOW), AND THE BUSINESS ASSOCIATE AGREEMENT (DEFINED BELOW) GOVERN THE USAGE OF THE PREVENTIA SERVICES.

BY EXECUTING ANY PROVIDER AGREEMENT THAT REFERENCES THIS PROVIDER SUBSCRIPTION AGREEMENT YOU AGREE TO THIS PROVIDER SUBSCRIPTION AGREEMENT. IF YOU ARE SIGNING UP FOR THE PREVENTIA SERVICES ON BEHALF OF A COMPANY, YOU REPRESENT THAT YOU ARE DULY AUTHORIZED TO REPRESENT THE COMPANY AND ACCEPT THE PROVIDER AGREEMENT AND THIS PROVIDER SUBSCRIPTION AGREEMENT ON BEHALF OF THE COMPANY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS PROVIDER SUBSCRIPTION AGREEMENT, YOU MUST NOT ACCEPT THIS PROVIDER SUBSCRIPTION AGREEMENT AND MAY NOT USE THE PREVENTIA APPLICATION.

1. **Definitions.** Capitalized terms not otherwise defined in this Provider Engagement and Subscription Agreement have the meanings ascribed to them below:

1.1 **“Agreement”** means, collectively, this Provider Engagement and Subscription Agreement, the Provider Agreement, and the Business Associate Agreement.

1.2 **“Business Associate Agreement”** means that certain document titled as the Business Associate Agreement executed by Provider and Preventia. Each executed Business Associate Agreement will become a part of this Provider Subscription Agreement.

1.3 **“Customer”** means the person and/or entity that uses the Preventia Application pursuant to any Customer Agreement executed by Preventia and such person and/or entity.

1.4 **“Preventia”** means Preventia Group, LLC, 1291 Eagle Valley Dr., Greenwood, IN 46143.

1.5 **“Preventia Application”** means the Preventia wellness application, including the access to Providers, the Software required to utilize the Preventia Application as well as any Upgrades and Enhancements.

1.6 **“Preventia Services”** means the application hosting, technical support required to make the Preventia Application available to Provider and other services as set forth in a Provider Agreement.

1.7 **“Provider”** means any licensed mental health providers and any lifestyle providers (e.g. dieticians), fitness trainers, lifestyle coaches and food and nutritional product providers available to You or any End User through the Preventia Application.

1.8 **“Provider Agreement”** means a document that identifies: (a) the Software to be provided by Preventia (b) the Provider Services and fees to be paid to the Provider for such Provider Services and (c) the subscription term, subscription fees, access level for Provider, and other terms relating to Preventia’s provision of such Software. Each executed Provider Agreement will become a part of this Agreement.

1.9 **“Provider Data”** means all data, information or material submitted or provided by the Provider to Preventia through use of the Preventia Services under this Provider Subscription Agreement.

1.10 **“Provider Services”** means Services set forth in Exhibit A to the applicable Provider Agreement.

1.11 **“Software”** means the object code versions of the Preventia Application, including any Upgrades and Enhancements.

1.12 **“Preventia Application”** means the Preventia wellness application, including the marketplace of any and all Providers which make available their behavioral, wellness, nutrition and lifestyle products and services.

1.13 **“Unique Providers”** means the parties which Provider engages and utilizes to provide the Provider Services to users of the Preventia Application. These are expected to consist of Provider’s employees, consultants, contractors, coaches, or agents, including, but not limited to, licensed mental health providers, lifestyle providers (e.g. dieticians), and lifestyle coaches who are designated by Provider to use the Preventia Application. Each Unique User shall be required to agree to the terms of the Preventia End User License Agreement prior to use of the Preventia Application.

1.4 **“Upgrades and Enhancements”** means code corrections and fixes, updates and new releases to the Software, which are made available by Preventia generally to all of its similarly situated customers and providers. Upgrades and Enhancements include new optional functionality and net-new functionality for the Software subscribed to by Customer and Provider, but do not include net-new functionality falling outside of the scope of the Software subscribed to that would otherwise be licensed as additional products.

2. **Preventia Application.**

2.1 **Grant of Rights.** Subject to the terms and conditions of this Subscription Agreement, Preventia grants to Provider a non-exclusive, non-transferable, limited term right, without the right to sub-license, for Provider and its Unique Providers to access, display and use the Preventia Application as set forth in a Provider Agreement and Business Associate Agreement. Preventia and its licensors reserve all rights in and to the Preventia Application not expressly granted to Provider under this Provider Agreement. The Preventia Application will be made available as a web application and as otherwise determined by Preventia from time to time.

2.2 **Restrictions on Use.** Provider will not, and will not authorize any third party to, (a) copy, reproduce, display, download, modify, create derivative works of or distribute the Preventia Application, or attempt to reverse engineer, decompile, disassemble or access the source code for the Preventia Application or any component thereof; (b) use the Preventia Application, or any component thereof, in the operation of a service bureau to support or process any data of any party other than Provider; (c) permit any party, other than the then-currently authorized Unique Providers to independently access the Preventia Application; (d) transmit the Preventia Application, in whole or in part, electronically by any means; (e) access the Preventia Application via any means other than over the Internet using Preventia's supported technology; or (f) access the Preventia Application other than through the authorized User ID and password. Preventia reserves the right to include a license key or other means within the Preventia Application to audit or limit use thereof to the then currently authorized Unique Providers and to enforce the restrictions on use of the Preventia Application set forth in this Provider Subscription Agreement.

2.3 **Authorized Use Only.** As between Provider and Preventia, Provider is responsible for the acts and omissions of its Unique Providers, including their errors and omissions and other claims relating to the Provider Services. Provider will implement reasonable controls to ensure that the Preventia Application is only accessed and used by the then-currently authorized Unique Providers and only within each Unique Provider's access level. Provider will promptly notify Preventia of any unauthorized access to or use of the Preventia Application that becomes known to Provider. Provider will take all reasonable steps to ensure that each Unique Provider's access to and use of the Preventia Application is in compliance with the terms of this Provider Subscription Agreement. Provider will be responsible for any breaches by Unique Providers within Provider's reasonable control, and will cooperate with Preventia in the enforcement of this Provider Subscription Agreement against all third party Unique Providers. Preventia will have the right to immediately discontinue Provider's or a Unique Provider's access to and use of the Preventia Application if such Unique Provider breaches the terms of this Provider Subscription Agreement or otherwise impedes or disrupts any third party's use of the Preventia Application. Where reasonably possible, Preventia will deliver notice to Provider of the termination of a Unique Provider's access to and use of the Preventia Application.

3. **Provider's Obligations.** Provider will:

- (a) use the Preventia Application for all coaching visits;
- (b) cooperate with Preventia on all reasonable requests for information to achieve an effective implementation of the Preventia Application and performance of the Preventia Services;
- (c) have in place the appropriate browser and other software and hardware for accessing the Preventia Application;
- (d) designate a Provider representative who is authorized to make commitments on Provider's behalf and who will render decisions promptly to avoid delays in the progress of the Preventia Services; and
- (e) administer the accounts for each Unique Provider. Provider shall be solely responsible to evaluate, document, and confirm the education, licensing, and continuing education requirements of its Unique Providers, including, but not limited to, ongoing quality assurance and any required background checks. Preventia expressly disclaims any obligation to do any of the foregoing. Provider shall also comply with any and all applicable federal and state laws, regulations, and rules related to the Provider Services.
- (f) adhere to "**Standards of Practice**" as outlined in Addendum A to the provider agreement.

4. **Preventia Services.** Preventia will perform the Preventia Services pursuant to the Agreement. Any modification to an executed Provider Agreement must be approved in writing by the parties and may result in an adjustment to timelines or Fees due.

5. **Provider Services.** Provider shall perform and cause the Unique Providers to perform the Provider Services pursuant to the Agreement. Any modification to an executed Provider Agreement must be approved in writing by the parties and may result in an adjustment to timelines or Fees due.

6. **Fees.** Preventia will pay Provider the amount of Provider fees indicated in the monthly recurring Provider Agreement and any additional per visit fees indicated. Provider will pay the Preventia Application or platform fees set forth on each Provider Agreement or as otherwise agreed in writing by both parties (collectively "**Fees**"). Preventia will not credit or refund Provider any prepaid Fees. Fees are exclusive of taxes, levies, duties, governmental charges or expenses. In addition to the Fees and expenses specified in this Agreement, Provider is solely responsible for and will pay (or reimburse Preventia for) all withholding, value added and sales taxes due on the Preventia Application fees, except for

taxes on Preventia's income. Provider will, at Preventia's request, provide Preventia with receipts and other written evidence of payment of such taxes.

6. **Payment Terms.** Payment terms are set forth in the Provider Agreement.

7. **Ownership.** Preventia and its third party licensors, where applicable, retain ownership of all right, title and interest to all copyrights, patents, trademarks, trade secrets and other intellectual property rights in and to the Preventia Application, including without limitation the Software, Preventia's database (and all data therein except for Provider Data), all associated forms and documentation, Upgrades and Enhancements, and all processes, know-how, methodology and the like utilized by or created by Preventia in performing under this Provider Subscription Agreement, as well as all work product developed in providing the Preventia Services or resulting from providing the Preventia Services, including any enhancement requests, feedback or information provided by Provider relating to the Preventia Services. Preventia retains all right, title and interest in and to all methodologies, processes, techniques, ideas, concepts, software, trade secrets, know-how, copyrights, trademarks and other intellectual property rights used by or created by Preventia in the provision of the Preventia Services. Preventia reserves all rights not granted herein.

8. **Provider Data.** As between Preventia and Provider, Provider exclusively owns all rights, to data or information submitted by Provider for view in the Application Services ("**Provider Data**"). As such, Provider agrees that it has entered into a Business Associate Agreement with Preventia and has the right to provide Provider Data to Preventia hereunder. In partial consideration for the Preventia Services provided herein, as well as other good and valuable consideration, Provider hereby grants Preventia a perpetual, royalty-free, irrevocable license to the Provider Data for Preventia to perform its obligation hereunder and an unlimited right and license to use the Provider Data on an aggregated, de-identified data in benchmark data sets and Provider hereby grants such authority to the extent Provider has the right to grant it to Preventia. Preventia may sell and sublicense the Provider Data for such Fees to its customers that utilize the Preventia Application.

9. **Term.** This Agreement commences on the commencement date (as set forth in the Provider Agreement) and continues for the initial period and any renewal period(s) as specified in the Provider Agreement, as applicable, unless terminated at an earlier date, as set forth below or if a party provides written notice of non-renewal to the other party at least 30 days prior to renewal of the initial period or any renewal period. Any termination of this Provider Subscription Agreement terminates all rights to access the Preventia Application and all obligations to perform Preventia Services, regardless of the term specified in the Provider Agreement.

10. **Termination.** Preventia may terminate this Agreement, including any Provider Agreement upon written notice to Provider. Either party may terminate this Provider Subscription Agreement by written notice to the other party: (a) if the other party materially breaches this Provider Subscription Agreement and fails to cure such breach within 15 days of receiving a written notice of breach from the non-breaching party; (b) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of any applicable laws; (c) a bankruptcy or other petition is filed, a notice is given, or an order is made, for the winding up of that other party; (d) an application is made to court, or an order is made, for the appointment of an administrator, receiver or trustee, or if an administrator, receiver or trustee is appointed over the other party; (e) a creditor of the other party attaches or takes possession of, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or (f) the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

11. **Effect of Termination.** Upon termination or expiration of this Provider Subscription Agreement, in addition to the parties' other rights and remedies available at law or equity: (a) Provider will immediately cease use of the Preventia Application and upon Preventia's request, verify in writing to Preventia that it has destroyed, permanently erased or returned to Preventia any portion of Preventia's Confidential Information in its possession or control (other than information stored in the course of normal backups that is rendered inaccessible); (b) Provider will pay any and all outstanding Fees as of the date of expiration or termination; and (c) all rights granted under this Subscription Agreement immediately terminate except for the license set forth in Section 8 (Provider Data). Sections 1 (Definitions), 7 (Ownership), 8 (Provider Data), 11 (Effect of Termination), 13.3 (Warranty Disclaimers), 14 (Limitations), 15 (Indemnification), 16 (Confidentiality) and 17 (General) survive termination or expiration of this Provider Subscription Agreement.

12. **Support Services.**

12.1 **User Setup.** Provider will provide Preventia with a list of Unique Providers and a description of the type of access required for each User. Preventia will create an initial User ID and password for the Unique Providers appointed by Provider. After the initial setup and User IDs and passwords have been provided by Preventia, Provider will manage the user accounts.

12.2 **Telephone Support.** Preventia will use reasonable commercial efforts to respond to Provider's requests for help operating the Software and general use questions during business hours (9 a.m. to 6 p.m., U.S. Eastern Standard Time, excluding recognized U.S. holidays), through Preventia's support website at <https://preventiagroup.com/contact-us.html> or via email at support@preventiagroup.com.

12.3 Upgrades and Enhancements. Preventia will make Upgrades and Enhancements available in the Preventia Application as part of maintenance and support Services. New functionality or major revisions to the Software may be available as separate Preventia products to which Provider can subscribe, when commercially available, for additional Fees.

13. **Warranties.**

13.1 Service Warranties. Preventia warrants that any Preventia Services provided will be performed in a professional manner and in accordance with generally recognized commercial practices and standards. Provider's sole remedy for Preventia's breach of this warranty is re-performance of the Preventia Services. Provider warrants that any Provider Services provided will be performed in a professional manner and in accordance with all legal requirements, professional standards and generally recognized commercial practices.

13.2 Limited Software Warranty. Preventia warrants to Provider that the Preventia Application utilized by Provider under this Provider Subscription Agreement will function substantially in accordance with the documentation for the Preventia Application. In the event of a breach of the warranty set forth in this Section 13.2, Preventia's sole and exclusive responsibility, and Provider's sole and exclusive remedy, is for Preventia to correct or replace, at no additional charge to Provider, any functionality of the Preventia Application found to be defective.

13.3 PREVENTIA Warranty Disclaimers. EXCEPT AS EXPRESSLY CONTAINED IN THIS PROVIDER SUBSCRIPTION AGREEMENT, PREVENTIA HEREBY DISCLAIMS ALL WARRANTIES, CONDITIONS AND OTHER TERMS IMPLIED BY STATUTE, COMMON LAW OR IN ANY OTHER WAY, INCLUDING ANY IMPLIED WARRANTIES AS TO QUALITY, PERFORMANCE, TITLE, NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE AND USAGE OF TRADE WITH RESPECT TO THE PREVENTIA SERVICES TO THE FULLEST EXTENT PERMITTED BY LAW. PREVENTIA DOES NOT WARRANT THAT THE PREVENTIA SERVICES OR THE PREVENTIA APPLICATION WILL MEET THE REQUIREMENTS OF PROVIDER OR ANY USERS OR THAT THE OPERATION OR USE OF THE PREVENTIA SERVICES OR PREVENTIA APPLICATION WILL BE UNINTERRUPTED OR ERROR FREE. PREVENTIA EXPRESSLY DISCLAIMS ANY WARRANTY RELATING TO ANY PRODUCT OR SERVICE PROVIDED BY OR FAILED TO HAVE BEEN PROVIDED BY ANY PROVIDER.

14. **Limitations.**

14.1 Limitation of Liability. EXCEPT FOR DAMAGES ARISING FROM THE PARTIES' RESPECTIVE OBLIGATIONS SET FORTH IN SECTIONS 3 (Provider Obligations), 5 (Fees) and 15 (Indemnification), NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON CLAIMING UNDER OR THROUGH THE OTHER PARTY) UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF GOODWILL, WORK STOPPAGE, LOST OR CORRUPTED DATA, LOST PROFITS, LOST SAVINGS, LOST REBATES, LOST BUSINESS OR LOST OPPORTUNITY (WHETHER ARISING DIRECTLY OR INDIRECTLY) OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, TREBLE OR EXEMPLARY LOSSES OR DAMAGES, IRRESPECTIVE OF THE NATURE OR THEORY OF LIABILITY WHICH MAY GIVE RISE TO SUCH LOSSES OR DAMAGES (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF SUCH PARTY HAS BEEN INFORMED OR WAS AWARE OF THE POSSIBILITY THEREOF. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY UNDER OR AS A RESULT OF THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY, EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE BY SUCH PARTY TO THE OTHER PARTY IN THE LAST 12 MONTHS FOR THE PREVENTIA APPLICATION AND PREVENTIA SERVICES. THESE LIMITATIONS OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS PROVIDER SUBSCRIPTION AGREEMENT AND THE PROVIDER AGREEMENT, AND PREVENTIA WOULD NOT PERMIT PROVIDER TO ACCESS THE PREVENTIA APPLICATION OR RECEIVE PREVENTIA SERVICES WITHOUT SUCH LIMITATIONS. THE LIMITATIONS IN THIS SECTION 14 WILL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW.

14.2 LIMITATION ON PROVIDER CLAIMS. PREVENTIA SHALL NOT BE LIABLE FOR ANY CLAIMS, CAUSES OF ACTION, COSTS, EXPENSES, DAMAGES OR OTHER LIABILITIES OF ANY NATURE WHICH MAY ARISE FROM OR BE ASSERTED AGAINST PREVENTIA AS A RESULT OF ANY DISPUTE BETWEEN ANY PROVIDER AND CUSTOMER ARISING FROM ANY DEALINGS, SESSIONS OR SUCH OTHER SERVICES BETWEEN ANY PROVIDER AND ANY CUSTOMER, UNIQUE PROVIDER OR ANY END USER OF A PREVENTIA CUSTOMER.

15. **Indemnification.**

15.1 Preventia Obligations. Preventia will indemnify and defend Provider, and its directors, officers, shareholders and employees from and against any and all claims, losses, damages, expenses, suits, judgments, and costs, including reasonable legal and other professional fees and expenses, arising out of or relating to a claim that the Preventia Application infringes the intellectual property rights of a third party.

15.2 Preventia Remedies. If the Preventia Application becomes, or in Preventia's opinion is likely to become, the subject of an infringement or misappropriation claim, Preventia may, at its sole option, and expense, either (a) procure for Provider the right to continue using the Preventia Application; (b) replace or modify the Preventia Application so that

it becomes non-infringing or does not use the alleged misappropriated trade secrets; or (c) terminate Provider's right to use the infringing Preventia Application and give Provider a refund or credit for the unused Fees actually paid by Provider for the infringing components of the Preventia Application less an allowance for the period of time Provider has used the Preventia Application during the Term. This Section 15.2 states Provider's sole and exclusive remedies, and Preventia's entire liability, for any and all infringement and misappropriation claims and actions.

15.3 Exceptions. Preventia has no obligation with respect to any infringement or misappropriation claim based upon: (a) use of the Preventia Application in combination with software or equipment not supplied or directed by Preventia if such claim would have been avoided by not combining such use; (b) unauthorized modification of the Preventia Application if such claim would have been avoided by making no such modifications; (c) continued use of the Software or Preventia Application after Preventia has notified Provider in writing that such claim would have been avoided by ceasing such use; or (d) the use of the Preventia Application in violation of this Provider Subscription Agreement, or in a manner for which it was not designed or contemplated, where such claim would have been avoided without such use.

15.4 Provider Obligations. Provider will indemnify and defend Preventia, and its affiliates and its and their directors, officers, shareholders and employees from and against any and all claims, losses, damages, expenses, suits, judgments, and costs, including reasonable legal and other professional fees and expenses, arising out of or relating to: (a) a claim alleging that use of Provider Data infringes the rights of (including, but not limited to, the rights of privacy or publicity), or has caused harm to, a third party or violates any applicable law, regulation, rule, or order; (b) Provider's breach of Sections 2.2, 2.3 or 6 above; (c) any claim relating to the actions or omissions of Provider or any of Provider's Unique Provider; or (d) bodily injury or death of any person or damage to real and/or tangible personal property incurred while Preventia is performing the Preventia Services to the extent caused by the negligence or willful misconduct of Provider, its Unique Providers, employees, personnel or agents in connection with the performance of the Provider Services or the Preventia Services.

15.5 Conditions. The party seeking indemnification will (a) promptly give written notice of the claim to the other party; (b) give the other party sole control of the defense and settlement of the claim (provided that the party providing indemnification may not settle or defend any claim unless it unconditionally releases the other party of all liability); and (c) provide the other party all available information and assistance.

16. Confidentiality.

16.1 Definition. Any proprietary information or materials provided by one party to the other party pursuant to this Provider Subscription Agreement is considered confidential and proprietary information, including, without limitation, business or technical information, databases, object code, source code and associated documentation in whatever form ("**Confidential Information**") of the disclosing party. Without limiting the generality of the foregoing, the Preventia Application, including without limitation, the Software, Preventia's database, reports and forms (including all data therein except for the Provider Data), Upgrades and Enhancements and related documentation, are the Confidential Information of Preventia, and the Provider Data is the Confidential Information of Provider.

16.2 Use and Non-Disclosure. Each party will: (a) only use the other party's Confidential Information as expressly permitted in this Provider Subscription Agreement; (b) protect the other party's Confidential Information from unauthorized use or disclosure using at least reasonable care; and (c) not disclose to any third party the other party's Confidential Information except to those employees (and in Preventia's case, subcontractors and agents) who have a need to know in connection with performing services under this Provider Subscription Agreement and who are subject to obligations of confidentiality similar to this Section 16. This Provider Subscription Agreement will not prevent either party from disclosing the other party's Confidential Information to the extent required by a judicial order or other legal obligation, provided that the receiving party promptly notifies the other party in writing and in advance of such disclosure, if permitted by law, to provide the other party the opportunity to contest or minimize the scope of disclosure.

16.3 Exceptions. The obligations and restrictions contained in this Section do not apply to information: (a) which is now or subsequently becomes publicly available other than by breach of this Provider Subscription Agreement; (b) which was already in the recipient's possession and at its free disposal at the time of disclosure and was not obtained directly or indirectly from discloser; or (c) which is independently developed by the recipient without use of the other party's Confidential Information.

17. General.

17.1 Independent Contractor. Preventia acknowledges that it is an independent contractor, and neither Provider nor Preventia is or will be construed to be an agent, partner, joint venture or employee of the other. Neither party has any authority to bind or otherwise obligate the other party in any manner, nor may either party represent to anyone that it has a right to do so.

17.2 Publicity Rights. Provider grants to Preventia a limited right to use Provider's logo on Preventia's website and marketing materials in the format and manner agreed by Provider, with such agreement not to be unreasonably withheld

or delayed. Preventia may publish a press release relating to the relationship between the parties subject to Provider's prior written consent, which consent will not be unreasonably withheld or delayed.

17.3 Governing Law; Jurisdiction. The Agreement will be construed and interpreted under the laws of the State of Indiana, excluding its conflicts of law doctrine. The parties hereby disclaim the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Any claim arising from or related to this Provider Subscription Agreement, the Business Associate Agreement, or the Provider Agreement must be brought in the state or federal courts located in Hamilton County, Indiana.

17.4 Interlocutory/Injunctive Relief. Each party recognizes that its failure to comply with the terms of Sections 2 (Preventia Application), 7 (Ownership), 8 (Provider Data), 11 (Effect of Termination), 15 (Indemnification) or 16 (Confidentiality) above could cause irreparable damage to the other party. Therefore, if either party breaches or threatens to breach any of such terms of the Agreement, the injured party will be entitled to interlocutory or injunctive relief restraining such breach and/or a decree of specific performance, without showing or proving any actual damage, together with recovery of legal and other professional fees and expenses, and other costs incurred in obtaining such equitable relief.

17.5 Assignment. Neither the Provider Agreement nor this Provider Subscription Agreement may be assigned or transferred by either party without the prior written consent of Preventia, such consent which will not be unreasonably withheld, except that the Agreement may be assigned without consent in connection with a merger or sale of substantially all of the assets of the assigning party. Any prohibited assignment is void. Notwithstanding anything in this Section, Preventia may subcontract its obligations under the Agreement, provided that Preventia remains responsible for a subcontractor's compliance with the terms of the Agreement and for the subcontractor's performance of Preventia's obligations. This Provider Subscription Agreement and the Provider Agreement will bind upon and will inure to the benefit of the parties and their respective permitted successors and assigns. The Business Associate Agreement may be assigned or transferred only as set forth in the Business Associate Agreement.

17.6 Amendments to Provider Agreement and Business Associate Agreement; Waiver. The Provider Agreement may be amended or modified as set forth in the Provider Agreement. The Business Associate Agreement shall be amended or modified as set forth in the Business Associate Agreement. Any waiver of any breach of any term or any condition of the Agreement will not be construed as a waiver of any subsequent breach of any term or condition of the Agreement.

17.7 Changes to Provider Subscription Agreement. Preventia may revise and update this Provider Subscription Agreement from time to time in its sole discretion. All changes are effective immediately when posted to Preventia website at <https://preventiagroup.com/index.html>. Provider's and any Unique Provider's continued use of the Preventia Services following the posting of a revised Provider Subscription Agreement means that each of the Provider and Unique Provider accepts and agrees to the changes. Preventia expects the Provider and any Unique Provider to check the Preventia website from time to time so that the Provider and each such Unique Provider is aware of any changes, as they are binding.

17.9 Notice. Any notice to be given by one party to the other under the Agreement will be in writing. Delivery will be by tracked express courier delivery service (delivery charge prepaid) to the applicable address set forth in the Provider Agreement. The notice will be deemed to have been served on actual delivery.

17.10 Force Majeure. If either party is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, that party shall give to the other party prompt notice of the force majeure with reasonably full particulars concerning it. Thereupon the obligations of the party giving notice, so far as they are affected by the force majeure, shall be suspended during, but no longer than, the continuance of the force majeure. The affected party shall use all reasonable diligence to remove the force majeure as quickly as possible. The term "force majeure" shall without limitation mean an act of God, strike, industrial disturbance, act of the public enemy, war, blockage, public riot, lightning, fire, storm, flood, epidemic, pandemic, failure of utilities, failure of internet or hosting facilities, any unauthorized server or computer violation or other security violation, explosion, governmental restraint, or any other cause, whether of the kind specifically enumerated above or otherwise, which is not reasonably within the control of the party claiming suspension.

17.11 Acknowledgment of Limitation of Liability. PROVIDER SPECIFICALLY ACKNOWLEDGES THAT IT HAS REVIEWED AND FULLY UNDERSTANDS THE LIMITATIONS ON PREVENTIA'S LIABILITY AND ON PREVENTIA'S WARRANTY OBLIGATIONS UNDER SECTIONS 13.3 (WARRANTY DISCLAIMERS) AND 14 (LIMITATIONS OF LIABILITY) ABOVE.

17.12 Severability. If any term or provision of the Agreement is held to be invalid, illegal or unenforceable in any respect or in any jurisdiction, then such invalidity, illegality or unenforceability will not affect any other provision hereof and such provision will be limited and construed in such jurisdiction as if such invalid, illegal or unenforceable term or provision were not contained herein.

17.13 Entire Agreement. This Provider Subscription Agreement incorporates each of the attachments listed below, which together with any executed Provider Agreements and the Business Associate Agreements constitute the entire and exclusive statement of the mutual agreement and understandings of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of the Agreement. Further, in the event of any conflict between the terms of this Provider Subscription Agreement and the terms of any Provider Agreement, Provider purchase order or other ordering document, the terms of the Provider Agreement shall prevail.

ADDENDUM A: STANDARDS OF PROVIDER PRACTICE

THIS ADDENDUM TO THE PROVIDER ENGAGEMENT AND SUBSCRIPTION AGREEMENT FURTHER DEFINES AND GOVERNS THE USAGE OF PREVENTIA SERVICES AND THE MANNER IN WHICH PROVIDERS SHOULD ENGAGE AND SERVE PREVENTIA CLIENTELE BY DEFINING STANDARDS OF PRACTICE.

As of the date of this agreement, none of the 50 states issue licenses, certificates or registrations to health and wellness coaches. Health and wellness coaches often receive their certifications from a variety of private organizations. The National Board for Health and Wellness Coaching aims to create standards for health and wellness coaches - through its board certification program. Preventia embraces standards of practice that are important to ensure that health and wellness coaches know how best to interact with our clients, customers, other providers and the community.

OUR STANDARDS OF PRACTICE ARE FURTHER DEFINED IN THIS DOCUMENT AND SHOULD BE STRICTLY ADHERED TO BY ALL PROVIDERS WHO EXIST AND PRACTICE IN THE PREVENTIA PROVIDER NETWORK AND SERVE OUR CLIENTS.

PREVENTIA NETWORK COACHES SHALL NOT:

1. Advise on diet, exercise or mental health issues (unless licensed to do so in your state) and the client is also located in your state.
2. Make claims that certain products or programs can treat, cure or diagnose medical or psychological conditions unless there is legitimate, reputable scientific evidence to support the claims and you cite to such evidence in all communications about the proposed product or program benefits.
3. Practice outside your licensed scope, education, training, and/or experience.
4. Misrepresent qualifications, limitations of education, training, expertise and experience, such as by using misleading titles (e.g., a health coach using the title of "Disease Manager" when the coach has no clinical training).

PREVENTIA NETWORK COACHES SHALL:

1. Establish a separate legal entity and obtain liability insurance if practicing as an independent contractor.
2. Support and encourage your clients with the health decisions they make.
3. Educate clients about healthy choices and provide reputable sources for that information.
4. Maintain a level of competency in professional practice to provide high quality services.
5. Abide by codes of conduct created by health coach certification boards or professional associations, even if you are not a formal member of such organizations.
6. Understand that Preventia clients have signed an acknowledgement their informed consent form before initial educational or coaching sessions to set proper expectations of what services you can and cannot do.
7. Refer clients to the appropriate licensed professional, such as physician or mental health practitioner, when necessary.
8. Refer clients with immediate mental health needs to the application Suicide Hotline (or other available hotline) for immediate assistance when necessary.
9. Model and encourage nondiscriminatory standards of behavior in interactions with others and in implementing, designing or delivering health coaching services.

In addition to adhering to these guidelines, it is important for health and wellness coaches to familiarize themselves with the Preventia mobile patient application, as available on the provider website, and direct clients to appropriate technology tools and resources as available.

