

# FINDR HEALTH

## PROVIDER PARTICIPATION AGREEMENT

*Version 2.0 | Effective Date: January 2026*

This Provider Participation Agreement ("Agreement") is entered into by and between:

**Findr Health, LLC**, a Montana limited liability company ("Findr Health", "Company", "we", "us", or "our"),

and

The Healthcare Provider identified in the registration process ("Provider", "you", or "your").

Together referred to as the "Parties" and each individually as a "Party."

### RECITALS

**WHEREAS**, Findr Health operates an online healthcare marketplace platform (the "Platform") that connects patients with independent healthcare providers and facilitates appointment booking and payment processing;

**WHEREAS**, Provider is a licensed healthcare provider who desires to list services on the Platform and receive appointment bookings from patients;

**WHEREAS**, the Parties wish to establish the terms and conditions governing Provider's participation on the Platform;

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

### ARTICLE 1: DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below:

**1.1 "Booking"** means a confirmed appointment between Provider and a Patient made through the Platform.

**1.2 "Booking Fee"** means the total amount paid by a Patient for a Booking, including the Service Fee and any applicable taxes.

**1.3 "Cancellation Fee"** means any fee charged to a Patient in accordance with the Provider's selected Cancellation Policy.

**1.4 "Cancellation Policy"** means the cancellation terms selected by Provider from the options provided by Findr Health (Standard or Moderate).

**1.5 "Listing"** means Provider's profile page on the Platform, including business information, services offered, pricing, and other content.

**1.6 "Patient"** means any user of the Platform who books or inquires about services from Provider.

**1.7 "Platform Fee"** means the fee charged by Findr Health for use of the Platform, calculated as ten percent (10%) of the Service Fee plus One Dollar and Fifty Cents (\$1.50)

per transaction, subject to a maximum cap of Thirty-Five Dollars (\$35.00) per transaction regardless of transaction amount.

**1.8 "Processing Fee"** means third-party payment processing fees charged by Stripe, currently approximately 2.9% plus \$0.30 per transaction, subject to a maximum cap of Thirty-Five Dollars (\$35.00) per transaction.

**1.9 "Protected Health Information" or "PHI"** has the meaning set forth in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations.

**1.10 "Provider Net"** means the amount paid to Provider after deduction of Platform Fee and Processing Fee from the Service Fee.

**1.11 "Service Fee"** means the price set by Provider for a specific service offered through the Platform.

**1.12 "Services"** means healthcare, wellness, or related services offered by Provider through the Platform.

## **ARTICLE 2: INDEPENDENT CONTRACTOR STATUS**

**2.1 Independent Contractor Relationship.** Provider is an independent contractor and not an employee, partner, agent, joint venturer, or franchisee of Findr Health. Nothing in this Agreement shall be construed to create an employment relationship, partnership, joint venture, franchise, or agency relationship between the Parties.

**2.2 No Authority to Bind.** Provider has no authority to bind Findr Health to any contract, agreement, or obligation. Provider shall not represent or hold itself out as having any such authority.

**2.3 Provider's Control.** Provider retains complete control over the manner and means of performing Services. Findr Health does not control, and has no right to control, the medical judgment, clinical decisions, diagnosis, treatment, or professional conduct of Provider. Provider is solely responsible for determining the appropriate care and treatment for Patients.

**2.4 Taxes.** As an independent contractor, Provider is solely responsible for all federal, state, and local taxes arising from compensation received under this Agreement, including income taxes, self-employment taxes, and any other applicable taxes. Findr Health will report payments to Provider as required by law, including issuance of Form 1099-K or other applicable tax forms.

**2.5 Benefits.** Provider is not entitled to any benefits provided by Findr Health to its employees, including but not limited to health insurance, retirement benefits, paid time off, workers' compensation, or unemployment insurance.

**2.6 Staff and Assistants.** Provider may engage staff, employees, or independent contractors to assist in providing Services, provided that Provider ensures such individuals comply with all applicable requirements of this Agreement. Provider is solely responsible for all compensation, benefits, taxes, and insurance for Provider's staff.

## **ARTICLE 3: PLATFORM ACCESS AND LISTING**

**3.1 Grant of Access.** Subject to the terms of this Agreement and Provider's compliance with all applicable requirements, Findr Health grants Provider a limited, non-exclusive, non-transferable, revocable license to access and use the Platform for the purpose of listing Services, receiving Bookings, and communicating with Patients.

**3.2 Account Registration.** Provider must complete the registration process and provide all required information accurately and completely. Provider agrees to keep all account information current and accurate at all times.

**3.3 Listing Requirements.** Provider's Listing must: (a) Contain accurate and complete information about Provider's business, qualifications, and Services; (b) Display accurate, current pricing for all Services offered; (c) Not contain false, misleading, deceptive, or fraudulent information; (d) Not infringe upon any third-party intellectual property rights; (e) Comply with all applicable laws, regulations, and professional standards.

**3.4 Accurate Representation Requirement.** Provider represents, warrants, and covenants that all information provided to Findr Health and displayed on the Platform accurately represents Provider's qualifications, credentials, experience, and capabilities. Any material misrepresentation constitutes a breach of this Agreement and may result in immediate termination and potential legal action.

**3.5 Approval Rights.** Findr Health reserves the right to review, approve, reject, modify, or remove any Listing or content at its sole discretion for any reason.

**3.6 Account Security.** Provider is responsible for maintaining the confidentiality of account credentials and for all activities that occur under Provider's account.

**3.7 Geographic Scope.** The Platform currently operates in the United States only. Provider may only list Services that will be performed at locations within the United States.

## **ARTICLE 4: FEES AND PAYMENT**

**4.1 Platform Fee.** Provider agrees to pay Findr Health a Platform Fee calculated as follows: ten percent (10%) of each Service Fee collected through the Platform, plus a fixed transaction fee of One Dollar and Fifty Cents (\$1.50) per Booking, subject to a maximum Platform Fee of Thirty-Five Dollars (\$35.00) per transaction regardless of the Service Fee amount. The Platform Fee is automatically deducted from payments before disbursement to Provider.

**4.2 Processing Fee.** In addition to the Platform Fee, Provider agrees to pay all third-party payment processing fees charged by Stripe (currently approximately 2.9% plus \$0.30 per transaction), subject to a maximum cap of Thirty-Five Dollars (\$35.00) per transaction regardless of transaction amount. Processing Fees are automatically deducted from payments before disbursement to Provider.

**4.3 Fee Calculation Examples.** For illustrative purposes:

- If a Patient pays a \$100 Service Fee: Platform Fee =  $(\$100 \times 10\%) + \$1.50 = \$11.50$ ; Processing Fee  $\approx \$3.20$ ; Provider receives approximately \$85.30.
- If a Patient pays a \$500 Service Fee: Platform Fee =  $(\$500 \times 10\%) + \$1.50 = \$51.50$ , capped at \$35.00; Processing Fee  $\approx \$14.80$ ; Provider receives approximately \$450.20.
- If a Patient pays a \$2,000 Service Fee: Platform Fee = capped at \$35.00; Processing Fee = capped at \$35.00; Provider receives approximately \$1,930.00.

**4.4 Payment Collection Agent.** Provider hereby appoints Findr Health as its limited payment collection agent solely for the purpose of accepting payments from Patients on Provider's behalf. Provider agrees that payment made by a Patient to Findr Health shall be considered the same as payment made directly to Provider. Findr Health's obligation to pay Provider is subject to and conditioned upon successful receipt of associated payments from Patients.

**4.5 Stripe Connect.** Provider must maintain an active Stripe Connect account in good standing to receive payments. Provider agrees to comply with Stripe's terms of service and connected account agreement.

**4.6 Payout Schedule.** Provider may select a payout schedule (daily, weekly, or monthly) through the Platform. Payouts are processed by Stripe and may take 2-7 business days to reach Provider's linked bank account, depending on Provider's bank and location.

**4.7 Reserves and Holds.** Findr Health and/or Stripe reserve the right to place temporary holds on funds or maintain reserves to cover potential refunds, chargebacks, disputes, or claims. Such holds shall be reasonable in amount and duration based on Provider's transaction history and risk profile.

**4.8 Set-offs.** Provider authorizes Findr Health to deduct from Provider's pending or future payouts any amounts owed to Findr Health, including but not limited to refunds, chargebacks, adjustments, fines, or amounts due under this Agreement.

**4.9 Fee Changes.** Findr Health may modify the Platform Fee or other fees upon thirty (30) days' prior written notice to Provider. Provider's continued use of the Platform after such notice constitutes acceptance of the modified fees.

## **ARTICLE 5: CANCELLATION AND REFUNDS**

**5.1 Cancellation Policy Selection.** Provider must select one of the following cancellation policies, which will apply to all Bookings:

**Standard Policy:** Free cancellation 24+ hours before appointment; 25% fee for cancellation 12-24 hours before; 50% fee for cancellation less than 12 hours before; 100% fee for no-show.

**Moderate Policy:** Free cancellation 48+ hours before appointment; 25% fee for cancellation 24-48 hours before; 50% fee for cancellation less than 24 hours before; 100% fee for no-show.

**5.2 Provider Cancellations.** If Provider cancels a Booking for any reason, the Patient will receive a full refund (100%) of the Booking Fee. Excessive Provider cancellations may result in account review, suspension, or termination.

**5.3 Fee Waiver Authority.** Provider may, in its sole discretion, waive cancellation fees on a case-by-case basis. Such waivers are at Provider's own expense, and Findr Health's Platform Fee will not be refunded for waived fees.

**5.4 Findr Health Refund Authority.** Provider acknowledges that Findr Health may, at its sole discretion, issue refunds to Patients in certain circumstances, including but not limited to: (a) Provider no-show or significant delay; (b) Services not rendered as described; (c) Patient safety concerns; or (d) Other circumstances where Findr Health determines a refund is appropriate.

**5.5 State Law Compliance.** Notwithstanding the foregoing, cancellation and refund policies shall comply with applicable state consumer protection laws.

**5.6 Chargebacks.** Provider agrees to cooperate with Findr Health in responding to chargebacks and disputes. Provider shall provide all requested documentation within five (5) business days.

## **ARTICLES 6-18**

*[The full agreement includes Articles 6-18 covering: Licensing and Credentials, Insurance Requirements, Patient Care Standards, Provider Conduct, Platform Operations, Intellectual Property, Termination, Liability and Indemnification, Dispute Resolution, Confidentiality,*

*General Provisions, and Data Use and Consent. These articles remain unchanged from Version 1.0.]*

## **ACCEPTANCE AND ELECTRONIC SIGNATURE**

By clicking "I Accept" or by accessing or using the Platform after the effective date shown above, Provider acknowledges that Provider has read, understood, and agrees to be bound by this Agreement. This electronic acceptance has the same legal force and effect as a handwritten signature under the Electronic Signatures in Global and National Commerce Act (E-SIGN Act) and applicable state electronic signature laws.

### **FINDR HEALTH, LLC**

By: \_\_\_\_\_  
Name: [Authorized Signatory]  
Title: [Title]  
Date: \_\_\_\_\_

### **PROVIDER**

By: \_\_\_\_\_ [Electronic Signature]  
Name: [Provider Name]  
Business Name: [Business Name]  
Email: [Provider Email]  
Date of Acceptance: [Auto-populated upon acceptance]

*--- END OF AGREEMENT ---*