

# FINDR HEALTH

## PROVIDER PARTICIPATION AGREEMENT

Version 1.0 | Effective Date: [DATE]

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, currently set at fifteen percent (15%) of the Service Fee.

**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. Provider shall only list and offer Services for which Provider holds all necessary licenses, certifications, and qualifications required by applicable law. Provider shall not misrepresent, exaggerate, or make false claims regarding Provider's training, experience, credentials, specializations, affiliations, or outcomes. 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, including but not limited to ensuring quality, accuracy, compliance with this Agreement, or compliance with applicable laws.

**3.6 Account Security.** Provider is responsible for maintaining the confidentiality of account credentials and for all activities that occur under Provider's account. Provider must notify Findr Health immediately of any unauthorized use or security breach.

**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. Provider may not use the Platform to offer Services in jurisdictions where Provider is not licensed to practice.

## ARTICLE 4: FEES AND PAYMENT

**4.1 Platform Fee.** Provider agrees to pay Findr Health a Platform Fee equal to fifteen percent (15%) of each Service Fee collected through the Platform. 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 Example.** For illustrative purposes: If a Patient pays a \$100 Service Fee, Provider would receive approximately \$82 after deduction of the Platform Fee (\$15) and approximate Processing Fee (\$3.20).

**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. Findr Health will make reasonable efforts to notify Provider before issuing such refunds.

**5.5 State Law Compliance.** Notwithstanding the foregoing, cancellation and refund policies shall comply with applicable state consumer protection laws. Where state law provides greater consumer protections than this Agreement, state law shall prevail.

**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. Provider is responsible for chargebacks resulting from Provider's acts or omissions.

## ARTICLE 6: LICENSING AND CREDENTIALS

**6.1 License Requirements.** Provider represents, warrants, and covenants that Provider holds all licenses, certifications, permits, and registrations required by applicable federal, state, and local laws to provide the Services offered through the Platform. Provider shall maintain such credentials in good standing throughout the term of this Agreement.

**6.2 Self-Attestation and Material Change Notification.** Provider acknowledges and agrees that credential information provided during registration is self-attested. Provider certifies that all license and credential information provided is true, accurate, and complete. Provider shall immediately notify Findr Health of: (a) any changes to licensure status, including suspension, revocation, restriction, or expiration; (b) any malpractice claim or lawsuit filed against Provider; (c) any disciplinary action or investigation by any licensing board or professional organization; (d) any exclusion from Medicare, Medicaid, or other federal healthcare programs; (e) any criminal charges or indictments; (f) any change in ownership, control, or legal structure of Provider's practice; (g) any change in Provider's physical location where Services are provided; (h) any lapse or change in required insurance coverage; or (i) any other event that could materially affect Provider's ability to perform Services or Provider's reputation.

**6.3 Verification Rights.** Provider authorizes Findr Health to verify any credentials or license information through state licensing boards, certification bodies, or other verification services. Provider shall promptly provide documentation upon request.

**6.4 Scope of Practice.** Provider shall only offer and perform Services that are within Provider's scope of practice as defined by applicable licensing laws, professional standards, and Provider's specific credentials. Provider shall not offer, advertise, or perform any service for which Provider does not hold the required license, certification, or qualification. Provider shall not represent qualifications or credentials that Provider does not possess. Violation of this Section 6.4 constitutes a material breach of this Agreement.

**6.5 No Credential Guarantee.** Provider acknowledges that Findr Health does not independently verify all credentials beyond self-attestation. Provider understands that Findr Health makes no representations to Patients regarding the accuracy of Provider's credentials.

**6.6 Background Checks.** Provider authorizes Findr Health to conduct, or engage third parties to conduct, background checks on Provider and Provider's staff, including criminal history checks, licensure verification, sanctions screening (OIG, SAM, state exclusion lists), and malpractice history verification. Provider agrees to provide all information and authorizations necessary to complete such checks. Findr Health may, in its sole discretion, deny or terminate Platform access based on the results of any background check. Provider acknowledges that Findr Health's decision to conduct or not conduct background checks does not create any duty to Patients or liability for Provider conduct.

## ARTICLE 7: INSURANCE REQUIREMENTS

**7.1 Professional Liability Insurance.** Provider shall maintain professional liability insurance (malpractice insurance) with minimum coverage limits of:

- (a) One Million Dollars (\$1,000,000) per occurrence; and
- (b) Three Million Dollars (\$3,000,000) annual aggregate.

**7.2 General Liability Insurance.** Provider is encouraged, but not required, to maintain general liability insurance appropriate for Provider's business operations.

**7.3 Insurance Certification.** Upon request, Provider shall provide Findr Health with certificates of insurance evidencing the coverage required by this Article 7. Provider shall notify Findr Health within ten (10) business days of any material change, cancellation, or non-renewal of required insurance coverage.

**7.4 Self-Attestation.** Provider certifies that Provider maintains the required insurance coverage. Provider acknowledges that Findr Health relies on this certification and that failure to maintain required coverage constitutes a material breach of this Agreement.

**7.5 No Coverage from Findr Health.** Provider acknowledges that Findr Health does not provide any insurance coverage for Provider or Provider's activities. Provider is solely responsible for maintaining appropriate insurance coverage.

## ARTICLE 8: HIPAA AND DATA PROTECTION

**8.1 Provider's HIPAA Obligations.** Provider acknowledges that Provider is a "covered entity" or "business associate" as defined under HIPAA and is solely responsible for complying with all HIPAA requirements applicable to Provider's healthcare practice, including the Privacy Rule, Security Rule, and Breach Notification Rule.

**8.2 Platform Scope.** Provider acknowledges that the Platform is designed primarily for scheduling and payment processing and is not intended to transmit, store, or process Protected Health Information. The Platform stores only scheduling information, pricing, and transaction data necessary to facilitate Bookings.

**8.3 No PHI Transmission.** Provider shall not transmit Protected Health Information through the Platform's messaging, notes, or other communication features unless Findr Health has executed a Business Associate Agreement with Provider for such purpose.

**8.4 Business Associate Agreement.** If Provider desires to transmit PHI through the Platform, Provider must contact Findr Health to execute a Business Associate Agreement. Until such agreement is in place, Provider shall not transmit PHI through the Platform.

**8.5 Breach Notification.** Provider shall notify Findr Health within ten (10) business days of discovering any breach or suspected breach of PHI that involves data transmitted through or stored on the Platform.

**8.6 Other Data Protection Laws.** Provider shall comply with all applicable state and federal data protection laws in connection with Provider's use of the Platform, including but not limited to state privacy laws and the FTC Act.

## ARTICLE 9: CONDUCT AND COMPLIANCE

**9.1 Professional Standards.** Provider shall conduct all professional activities in accordance with applicable laws, regulations, professional ethical standards, and this Agreement. Provider shall provide Services in a competent, professional, and timely manner.

**9.2 Anti-Discrimination.** Provider shall not discriminate against any Patient on the basis of race, color, religion, sex, national origin, age, disability, genetic information, sexual orientation, gender identity, or any other characteristic protected by applicable law.

**9.3 Communications Compliance.** Provider shall comply with the Telephone Consumer Protection Act (TCPA), CAN-SPAM Act, and other applicable laws governing electronic communications. Provider shall obtain necessary consent before sending marketing communications to Patients.

**9.4 FTC Compliance.** Provider shall comply with FTC regulations regarding advertising, endorsements, and unfair or deceptive practices. Provider's Listing and marketing materials must not contain false or misleading claims.

**9.5 Subscription Services.** If Provider offers subscription or recurring services, Provider shall comply with the Restore Online Shoppers' Confidence Act (ROSCA) and applicable state automatic renewal laws, including clear disclosure of terms and easy cancellation mechanisms.

**9.6 Prohibited Conduct.** Provider shall not: (a) engage in fraudulent, deceptive, or illegal activities; (b) harass, threaten, or abuse Patients or Findr Health personnel; (c) circumvent Platform fees by conducting transactions outside the Platform; (d) share

account credentials; or (e) use the Platform in any manner that could damage, disable, or impair the Platform.

**9.7 Non-Circumvention.** Provider agrees not to: (a) solicit, encourage, or facilitate any Patient to book services outside the Platform to avoid Platform fees; (b) provide Patients with contact information or booking links that bypass the Platform for services that could be booked through the Platform; (c) offer discounts or incentives to Patients who book outside the Platform; or (d) otherwise circumvent the Platform's booking or payment systems. Violation of this Section 9.7 shall constitute a material breach and may result in immediate termination. Provider shall pay Findr Health liquidated damages equal to the Platform fees that would have been earned on the circumvented transactions, plus any investigation costs incurred by Findr Health.

**9.8 Audit Rights.** Upon reasonable notice, Findr Health may audit Provider's records related to Platform activities to verify compliance with this Agreement, including but not limited to verification of credentials, insurance, pricing accuracy, and booking records. Provider shall cooperate fully with any such audit and provide access to relevant records within ten (10) business days of request. Failure to cooperate with an audit constitutes a material breach of this Agreement.

**9.9 Service Level Expectations.** Provider agrees to: (a) respond to booking requests within 24 hours; (b) maintain a booking acceptance rate of at least 80%; (c) maintain a Provider-initiated cancellation rate of less than 10%; (d) maintain a minimum Patient rating of 3.5 stars (or equivalent); and (e) respond to Patient messages within 48 hours. Failure to meet these standards may result in reduced visibility on the Platform, suspension, or termination. Findr Health may modify these standards upon thirty (30) days' notice.

**9.10 Anti-Corruption.** Provider represents that Provider has not and will not offer, pay, promise, or authorize any bribe, kickback, or other improper payment in connection with this Agreement or Services. Provider shall comply with all applicable anti-kickback, anti-bribery, and anti-corruption laws, including the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b).

**9.11 Conflicts of Interest.** Provider shall disclose to Findr Health any financial interest in products or services recommended to Patients, any ownership interest in competing platforms, or any other actual or potential conflict of interest that could affect Provider's obligations under this Agreement.

**9.12 Quality Improvement.** Provider agrees to participate in reasonable quality improvement initiatives, training programs, and compliance education offered or required by Findr Health. Such participation may include completing online training modules, attending webinars, and implementing updated policies or procedures communicated by Findr Health.

## ARTICLE 10: REVIEWS AND RATINGS

**10.1 Review System.** The Platform allows Patients to submit reviews and ratings of Provider and Services. Provider agrees to participate in good faith in the review system.

**10.2 Review Integrity.** Provider shall not: (a) solicit, purchase, or incentivize fake reviews; (b) manipulate reviews or ratings through deceptive means; (c) suppress, threaten legal action to remove, or retaliate against legitimate negative reviews; or (d) create fake accounts to submit reviews.

**10.3 Consumer Review Fairness Act.** Provider acknowledges that the Consumer Review Fairness Act (CRFA) prohibits form contracts that restrict consumers from posting honest reviews. Provider shall not include any such restrictions in agreements with Patients.

**10.4 FTC Fake Reviews Rule.** Provider shall comply with FTC rules regarding fake reviews and testimonials, including proper disclosure of any material connections and prohibition on fake or misleading reviews.

**10.5 Response to Reviews.** Provider may respond to reviews through the Platform. Responses must be professional and must not disclose Patient PHI or confidential information.

## ARTICLE 11: INTELLECTUAL PROPERTY

**11.1 Findr Health IP.** Provider acknowledges that Findr Health owns all rights, title, and interest in and to the Platform, including all software, technology, trademarks, trade names, logos, and other intellectual property (collectively, "Findr Health IP"). Nothing in this Agreement grants Provider any ownership interest in Findr Health IP.

**11.2 Provider Content License.** Provider grants Findr Health a non-exclusive, royalty-free, worldwide license to use, reproduce, modify, display, and distribute Provider's name, logo, likeness, photos, descriptions, and other content submitted to the Platform ("Provider Content") for the purposes of operating and promoting the Platform and Provider's Listing.

**11.3 Provider Ownership.** Provider retains ownership of Provider Content, subject to the license granted herein. Provider represents and warrants that Provider has all necessary rights to grant the license in Section 11.2.

**11.4 Trademark Usage.** Provider may not use Findr Health trademarks, logos, or branding without prior written consent, except as necessary to identify Provider's participation on the Platform.

**11.5 Content Removal.** Findr Health may remove any Provider Content that infringes third-party intellectual property rights, violates applicable law, or otherwise violates this Agreement.

**11.6 Feedback.** If Provider provides any feedback, suggestions, ideas, or recommendations regarding the Platform ("Feedback"), Provider grants Findr Health a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, modify, and incorporate such Feedback into the Platform or any products or services, without any obligation or compensation to Provider.

## ARTICLE 12: INDEMNIFICATION

**12.1 Provider Indemnification.** Provider agrees to indemnify, defend, and hold harmless Findr Health, its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "Findr Health Parties") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to:

- (a) Provider's provision of Services to Patients;
- (b) Any act, omission, negligence, or malpractice by Provider or Provider's staff;
- (c) Provider's breach of this Agreement or any representation or warranty herein;
- (d) Provider's violation of any applicable law, regulation, or professional standard;
- (e) Provider Content or other materials provided by Provider;
- (f) Any claim by a Patient or third party arising from Provider's conduct or Services.

**12.2 Defense Procedures.** Findr Health shall provide prompt notice of any claim subject to indemnification. Provider shall assume the defense with counsel reasonably acceptable to Findr Health. Findr Health may participate in the defense at its own expense. Provider shall not settle any claim without Findr Health's prior written consent.

**12.3 Survival.** This indemnification obligation shall survive termination or expiration of this Agreement.

**12.4 Insurance Cooperation.** In the event of any claim or lawsuit arising from Provider's Services, Provider agrees to cooperate fully with Findr Health and its insurance carriers, including providing documents, attending depositions, and testifying at trial if necessary. This cooperation obligation survives termination of this Agreement.

## ARTICLE 13: LIMITATION OF LIABILITY

**13.1 Disclaimer of Warranties.** THE PLATFORM IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. FINDR HEALTH DOES NOT WARRANT THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE.

**13.2 No Healthcare Warranties.** FINDR HEALTH MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, SAFETY, OR LEGALITY OF SERVICES PROVIDED BY PROVIDERS, THE QUALIFICATIONS OR CREDENTIALS OF PROVIDERS, OR THE ACCURACY OF PROVIDER LISTINGS.

**13.3 No Liability for Adverse Outcomes.** PROVIDER EXPRESSLY ACKNOWLEDGES AND AGREES THAT FINDR HEALTH IS A TECHNOLOGY PLATFORM THAT FACILITATES CONNECTIONS BETWEEN PROVIDERS AND PATIENTS, AND IS NOT A HEALTHCARE PROVIDER. FINDR HEALTH SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY ADVERSE OUTCOMES, COMPLICATIONS, INJURIES, ILLNESSES, SIDE EFFECTS, DISSATISFACTION, OR ANY OTHER NEGATIVE RESULTS ARISING FROM OR RELATED TO SERVICES PROVIDED BY PROVIDER TO PATIENTS, WHETHER OR NOT SUCH SERVICES WERE BOOKED THROUGH THE PLATFORM. ALL HEALTHCARE SERVICES ARE PROVIDED SOLELY BY PROVIDER, AND PROVIDER ASSUMES FULL AND EXCLUSIVE RESPONSIBILITY FOR ALL CLINICAL DECISIONS, TREATMENT OUTCOMES, AND PATIENT CARE. PATIENTS ACKNOWLEDGE THIS LIMITATION IN THEIR TERMS OF SERVICE.

**13.4 Limitation of Damages.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FINDR HEALTH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, OR OTHER INTANGIBLE LOSSES, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PLATFORM.

**13.5 Liability Cap.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, FINDR HEALTH'S TOTAL AGGREGATE LIABILITY TO PROVIDER FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PLATFORM SHALL NOT EXCEED THE TOTAL PLATFORM FEES RETAINED BY FINDR HEALTH FROM PROVIDER IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

**13.6 Exceptions.** The limitations in this Article 13 shall not apply to: (a) Provider's indemnification obligations; (b) Provider's breach of confidentiality obligations; (c) Provider's gross negligence or willful misconduct; or (d) liabilities that cannot be limited by applicable law.

## ARTICLE 14: TERM AND TERMINATION

**14.1 Term.** This Agreement commences on the date Provider accepts this Agreement and continues until terminated by either Party in accordance with this Article 14.

**14.2 Termination by Provider.** Provider may terminate this Agreement at any time for any reason by providing thirty (30) days' prior written notice to Findr Health through the Platform or by email to the designated contact address.

**14.3 Termination and Exclusion by Findr Health.** Findr Health may, in its sole and absolute discretion, terminate this Agreement and permanently exclude Provider from the Platform: (a) upon thirty (30) days' prior written notice for any reason or no reason; (b) immediately upon notice if Provider breaches any term of this Agreement, whether material or not; (c) immediately if Provider's license is suspended, revoked, restricted, or subject to disciplinary action; (d) immediately if Provider fails to maintain required insurance coverage; (e) immediately if Provider engages in fraud, dishonesty, misrepresentation, or illegal activity; (f) immediately if Provider engages in conduct that harms, threatens, or endangers Patients or the Platform; (g) immediately if Provider receives multiple substantiated complaints from Patients; (h) immediately if Provider fails to maintain minimum quality standards as determined by Findr Health; (i) immediately if Provider violates any applicable healthcare law or professional standard; (j) immediately if Provider's conduct, in Findr Health's sole judgment, reflects poorly on the Platform or Findr Health's reputation; or (k) immediately for any other reason Findr Health deems appropriate in its sole discretion. FINDR HEALTH'S DECISION TO TERMINATE OR EXCLUDE A PROVIDER IS FINAL AND NOT SUBJECT TO APPEAL. Provider waives any claims for wrongful termination or exclusion from the Platform.

**14.3A Exclusion List.** Findr Health may maintain a list of excluded Providers who are prohibited from rejoining the Platform. Providers who are terminated for cause under Section 14.3(b)-(k) may be permanently excluded from future participation. Any attempt by an excluded Provider to rejoin the Platform under a different identity, business name, or through any other means constitutes fraud and may result in legal action.

**14.4 Suspension.** Findr Health may suspend Provider's access to the Platform pending investigation of any suspected violation of this Agreement, applicable law, or conduct harmful to Patients or the Platform. Findr Health will provide notice of the reason for suspension when practicable.

**14.5 Effect of Termination.** Upon termination: (a) Provider's access to the Platform will be disabled; (b) Provider's Listing will be removed; (c) Provider must fulfill all existing Bookings or provide full refunds to affected Patients; (d) all amounts owed to either Party shall become immediately due; (e) Provider shall return or destroy any Confidential Information of Findr Health.

**14.6 Transition and Data.** Upon termination, Provider may request an export of Provider's own data (excluding Findr Health proprietary information, Patient PHI, and Platform analytics) within thirty (30) days. Findr Health has no obligation to provide Patient contact information or facilitate ongoing relationships with Patients met through the Platform. Provider acknowledges that Patient relationships established through the Platform remain subject to Findr Health's Privacy Policy and Patient Terms of Service.

**14.7 Survival.** The following provisions shall survive termination: Article 2 (Independent Contractor), Article 6 (Licensing and Credentials, to the extent of representations made), Article 11 (Intellectual Property), Article 12 (Indemnification), Article 13 (Limitation of Liability), Article 15 (Dispute Resolution), Article 16 (Confidentiality), and Article 17 (General Provisions).

## ARTICLE 15: DISPUTE RESOLUTION

**15.1 Informal Resolution.** Before initiating any formal dispute resolution proceeding, the Parties agree to attempt in good faith to resolve any dispute informally. The Party raising the dispute shall send written notice describing the dispute to the other Party. The Parties

shall have thirty (30) days from receipt of such notice to attempt to resolve the dispute through good faith negotiation.

**15.2 Binding Arbitration.** Any dispute, controversy, or claim arising out of or relating to this Agreement, including the breach, termination, or validity thereof, that cannot be resolved through informal resolution shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules.

**15.3 Arbitration Procedures.** The arbitration shall be conducted by a single arbitrator selected in accordance with AAA rules. The arbitration shall take place in Bozeman, Montana, or at another location mutually agreed by the Parties. The arbitrator shall apply Montana law. The arbitrator's award shall be final and binding, and judgment on the award may be entered in any court of competent jurisdiction.

**15.3A Arbitration Fees and Costs.** Each Party shall pay its own filing fees, unless the arbitrator determines that such fees would be prohibitively expensive for one Party, in which case the arbitrator may apportion fees. The Parties shall share equally the arbitrator's fees and any AAA administrative fees. Each Party shall bear its own attorneys' fees unless the arbitrator awards fees to the prevailing party as permitted under Section 15.8.

**15.4 Small Claims Exception.** Notwithstanding the foregoing, either Party may bring an individual action in small claims court for disputes within the court's jurisdictional limits.

**15.4A Injunctive Relief.** Notwithstanding the foregoing, either Party may seek injunctive or other equitable relief in any court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of intellectual property rights, confidentiality obligations, or data security, without first engaging in arbitration or the informal dispute resolution process described above.

**15.5 Class Action Waiver.** THE PARTIES AGREE THAT ANY ARBITRATION OR COURT PROCEEDING SHALL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OR MORE THAN ONE PERSON'S CLAIMS AND MAY NOT PRESIDE OVER ANY FORM OF CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver in this Section 15.5 is unenforceable as to a particular claim, then that claim (and only that claim) shall be severed from arbitration and may proceed in court, while all other claims shall remain subject to arbitration.

**15.6 Mass Arbitration.** If twenty-five (25) or more similar demands for arbitration are filed against or by Findr Health, the claims shall be resolved through staged proceedings. Claims shall be randomly selected and arbitrated in batches of fifty (50). The results of each batch shall inform potential resolution of remaining claims. This process shall continue until all claims are resolved or settled.

**15.7 Opt-Out Right.** Provider may opt out of this arbitration agreement by sending written notice of opt-out to Findr Health within thirty (30) days of accepting this Agreement. The notice must include Provider's name, address, email, and a clear statement of intent to opt out. Providers who opt out are not bound by this Article 15 but remain bound by all other terms of this Agreement.

**15.8 Attorneys' Fees.** Each Party shall bear its own costs and attorneys' fees in any dispute resolution proceeding, except that the prevailing Party in any arbitration or litigation shall be entitled to recover reasonable attorneys' fees from the non-prevailing Party, to the extent permitted by applicable law.

**15.9 Limitation on Claims.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PLATFORM MUST BE FILED WITHIN ONE (1) YEAR AFTER

SUCH CLAIM OR CAUSE OF ACTION AROSE, OR BE FOREVER BARRED. This limitation applies regardless of whether the claim or cause of action is based on contract, tort, statute, or any other legal theory.

## ARTICLE 16: CONFIDENTIALITY

**16.1 Confidential Information.** "Confidential Information" means any non-public information disclosed by one Party to the other that is designated as confidential or that reasonably should be understood to be confidential, including business plans, financial information, technology, customer data, and trade secrets.

**16.2 Obligations.** Each Party agrees to: (a) maintain the confidentiality of the other Party's Confidential Information; (b) use Confidential Information only for purposes of this Agreement; (c) not disclose Confidential Information to third parties without prior written consent; and (d) protect Confidential Information with at least the same degree of care used to protect its own confidential information.

**16.3 Exceptions.** Confidentiality obligations do not apply to information that: (a) is or becomes publicly available through no fault of the receiving Party; (b) was rightfully in the receiving Party's possession before disclosure; (c) is independently developed by the receiving Party; or (d) must be disclosed by law or court order, provided the receiving Party gives prompt notice and cooperates with any protective order.

**16.4 Return of Information.** Upon termination of this Agreement or upon request, each Party shall promptly return or destroy all Confidential Information of the other Party in its possession.

## ARTICLE 17: GENERAL PROVISIONS

**17.1 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Montana, without regard to its conflict of laws principles.

**17.2 Entire Agreement.** This Agreement, together with any policies, guidelines, or terms incorporated by reference, constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements, understandings, negotiations, and discussions.

**17.3 Amendment.** Findr Health may amend this Agreement by providing thirty (30) days' prior notice to Provider via email or through the Platform. Provider's continued use of the Platform after the effective date of any amendment constitutes acceptance of the amended terms. If Provider does not agree to an amendment, Provider may terminate this Agreement before the effective date of the amendment.

**17.4 Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving the Parties' original intent.

**17.5 Waiver.** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term. Findr Health's failure to enforce any provision shall not constitute a waiver of its right to enforce such provision in the future.

**17.6 Assignment.** Provider may not assign or transfer this Agreement or any rights hereunder without Findr Health's prior written consent, including in connection with a sale, merger, or transfer of Provider's practice. Any purported assignment without consent is void. Findr Health may assign this Agreement to any affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets. This Agreement

shall bind and inure to the benefit of the Parties and their respective permitted successors and assigns.

**17.7 Notices.** Notices under this Agreement shall be in writing and sent to the email address associated with Provider's account or, for notices to Findr Health, to the address specified on the Platform. Notices shall be deemed delivered: (a) if by email, when sent, provided no bounce-back or delivery failure notice is received within 24 hours; (b) if by certified mail, three (3) business days after mailing. All time periods in this Agreement are calculated based on Mountain Time (MT).

**17.8 Force Majeure.** Neither Party shall be liable for any failure or delay in performing its obligations under this Agreement due to circumstances beyond its reasonable control, including acts of God, natural disasters, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, epidemics, pandemics, public health emergencies, infrastructure failures, or healthcare system disruptions. The affected Party shall provide prompt notice and use reasonable efforts to mitigate the impact.

**17.9 Third-Party Beneficiaries.** Except for the indemnification provisions benefiting the Findr Health Parties, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a Party to this Agreement.

**17.10 Accessibility.** Provider shall cooperate with Findr Health's efforts to ensure the Platform complies with applicable accessibility requirements, including the Americans with Disabilities Act (ADA) and Web Content Accessibility Guidelines (WCAG 2.1 AA).

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

## ARTICLE 18: DATA USE AND CONSENT

**18.1 Data Collection.** Provider acknowledges that Findr Health collects and processes data in connection with the Platform, including Provider's business information, transaction data, usage analytics, and communications.

**18.2 Consent to Data Use.** Provider consents to Findr Health's collection, use, storage, and processing of Provider's data for purposes of: (a) operating and improving the Platform; (b) facilitating Bookings and payments; (c) communicating with Provider; (d) analyzing Platform usage and performance; (e) complying with legal obligations; and (f) enforcing this Agreement.

**18.3 Third-Party Sharing.** Provider acknowledges that Findr Health may share Provider's data with: (a) service providers assisting with Platform operations; (b) payment processors (Stripe); (c) analytics providers; (d) as required by law; and (e) in connection with a business transaction such as a merger or acquisition.

**18.4 Privacy Policy.** Provider's use of the Platform is also governed by Findr Health's Privacy Policy, which is incorporated herein by reference. Provider agrees to review and comply with the Privacy Policy.

**18.5 Data Retention.** Findr Health may retain Provider's data for as long as reasonably necessary for business purposes, legal compliance, and dispute resolution, even after termination of this Agreement.

## 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* —