

ONFIRE COMMERCIAL SERVICES AGREEMENT

This Onfire Commercial Services Agreement (the “**Agreement**”) is by and between **Onfire Health, Inc.** a Delaware corporation (“**Onfire**”), with its principal place of business at 2100 Geng Rd, Suite 210, Palo Alto, CA, 94303, and the user and/or entity to which Onfire provides its products and services (“**Licensee**”). If you use Onfire products and services as an employee of, on behalf of, or for the benefit of your company, you represent to Onfire that you have the power and authority to accept these terms and conditions on behalf of your company. Your company will be the Licensee under this Agreement. By clicking on the “I Agree” button, you consent to the terms and conditions of this Agreement on behalf of yourself and the company on whose behalf you will use the Onfire products and services. If you do not agree to the terms and conditions of this Agreement or if you do not have the power and authority to accept the terms and conditions of this Agreement on behalf of your company, you may not use Onfire products and services hereunder and Onfire is unwilling to provide you with access to Onfire products and services. Onfire and Licensee are each a “**Party**” and together the “**Parties**.”

RECITALS

- A. Licensee offers healthcare products and services;
- B. Onfire offers members Payment Plans, which are arrangements whereby Members can pay over time for healthcare products and services;
- C. The Parties wish to offer Payment Plans to pay for eligible Licensee Services.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

AGREEMENT

1. DEFINITIONS

Capitalized terms not otherwise defined will have the meanings set forth below:

“**Applicable Law**” means All United States federal, state, and local statutes, regulations, ordinances, rules.

“**Licensee Services**” mean any services, products or goods that Licensee makes available.

“**Fees**” mean all fees specified in Schedule 2.

“**Members**” means Onfire members participating in Payment Plans.

“Payment Plan(s)” mean installment financing arrangements that enable a Member to pay for certain health related products and services. Payment Plan are not health-insurance, not a credit card, and not a lending product that charges interest or finance charges.

“Program” means the payment product and related technology platform that Onfire provides to Members to finance purchases of Licensee Services.

“Rate Card” means the rate card that sets the price of Licensee Services eligible for payment from Onfire, as provided in Schedule 2, and as modified upon by the Parties in writing according to the terms of this Agreement.

“Settlement Days” means the specific weekdays on which Onfire initiates consolidated electronic fund transfers to Licensee for Licensee Services provided to Members during a prior settlement period, as set forth in Schedule 2.

2. PROGRAM OVERVIEW & RESPONSIBILITIES

2.1 Onfire Responsibilities. Onfire will to do the following:

2.1.1 Operate and administer Payment Plans and the Program in accordance with Schedule 2.

2.1.2 Maintain all consumer finance, privacy, security, and other compliance programs for Members as required by Applicable Law.

2.1.3 Provide Licensee with standard onboarding, training materials, and reasonable marketing collateral to present the Program to Licensee patients.

2.1.4 Cooperate and coordinate with Licensee in resolving Member disputes.

2.2 Licensee Responsibilities. Licensee will to do the following:

2.2.1 Offer the Program as an optional payment method to Licensee patients in Licensee’s normal course of business, using Onfire-approved materials or scripts.

2.2.2 Obtain patient information and consents required by Onfire for enrollment of Licensee patients into the Program, and transmit agreed-upon information to Onfire for enrollment.

2.2.3 Provide Licensee Services to Members in a professional and timely manner consistent with all Applicable Law and medical standards.

2.2.4 Maintain all professional, facility, and other healthcare licenses and consents necessary to provide Licensee Services.

2.2.5 Cooperate and coordinate with Onfire in resolving Member disputes.

2.2.6 Prior to providing a Licensee Service to a Member, confirm via online portal or other mutually agreed means, for each Licensee Service, each Member's standing, available balance, and whether payment for a Licensee Service is authorized via the current Rate Card.

2.2.7 Licensee will not submit to Onfire for reimbursement or remittance invoices or claims for Licensee Services (i) to non-Members or Members who are not in good standing according to Onfire, (ii) in excess of a Member's available balance, or (iii) that are not on the Rate Card, or the price of which exceed costs provided in the Rate Card.

2.3 Rate Card. The parties will agree on a Rate Card for Licensee Services. Licensee may modify the Rate Card on 30-days written notice to Onfire, or earlier upon mutual consent. Onfire may drop any Licensee Service on a Rate Card at any time, upon written notice to Licensee, in which event such Licensee Service will not be eligible for reimbursement or remittance.

2.4 Relationship of the Parties. Each Party is an independent contractor. Nothing herein creates a partnership, joint venture, fiduciary, or agency relationship.

3. FINANCIAL TERMS

3.1 Pricing; Fees. Licensee will submit invoices for Licensee Services provided to Members. Onfire will remit payments for Licensee Services, less applicable Fees, if any, as provided in Schedule 2.

3.2 Funding & Settlement. Onfire will consolidate and initiate ACH settlements to Licensee on the Settlement Days specified in Schedule 2. Licensee acknowledges ACH settlement is subject to U.S. banking transmission for ACH clearance.

3.3 Taxes. Licensee will collect all applicable taxes for Licensee Services, including sales tax. Onfire is not responsible for determining, remitting, or reporting sales or use taxes in respect of Licensee Services. Licensee shall remit invoices to Onfire inclusive of all taxes for Licensee Services. Licensee shall pay all applicable taxes for Licensee Services (except for taxes based on Onfire's net income) in a timely manner to all applicable tax authorities. If Onfire is required to pay any such taxes, Licensee shall promptly reimburse Onfire for the same.

4. REFUNDS, CHARGEBACKS & SERVICE FAILURE

4.1 Refunds. If Licensee issues or agrees to issue any refund, credit, or price adjustment for a Licensee Service to Member, Licensee shall (i) notify Onfire within three (3) business days, and (ii) reimburse Onfire for the corresponding credit via ACH within three (3) business days.

4.2 Failure to Provide Services. If a Member asserts non-delivery or substandard delivery of a Licensee Service and Onfire reasonably confirms the claim, Licensee shall promptly cure or, if cure is not feasible, refund the disputed amount to Onfire for credit to the Member.

4.3 Chargebacks. For credit card transactions in respect of which a Member initiates a chargeback, Onfire shall manage any such chargeback under its customary procedures. On Onfire's request, Licensee shall provide documentation reasonably requested to defend a chargeback dispute. If a chargeback is issued in respect of a Licensee Service by a credit card company, Licensee will reimburse Onfire for the amount of the chargeback within 3 business days via ACH. Onfire may offset amounts owed or to be remitted to Licensee by the amount of the chargeback. If a chargeback is initially applied against amounts owing to Licensee or if Licensee reimburses Onfire for a chargeback, and such chargeback is later resolved in favor of Licensee Onfire, Onfire will reimburse Licensee the refunded amount within 3 business days.

4.4 Default Losses. If Onfire becomes aware of a default or loss resulting from a Member's non-payment, Onfire will notify Licensee within one business day, and Licensee shall immediately cancel all Licensee Services to such Member. Onfire payables to Licensee will be reduced to Licensee's actual out of pocket as of the time of cancellation from Onfire.

5. COMPLIANCE WITH LAW

Each Party shall, at its own expense, comply with all Applicable Law.

6. CONFIDENTIALITY

6.1 Definition. "Confidential Information" means the information disclosed by one Party ("Disclosing Party") to another Party ("Receiving Party") directly or indirectly, whether in written or oral form, which information is (i) the information related to the Program, including any patient information, manuals, notes, documentation, know-how, technical information, diagrams, or specifications; (ii) related to the operation of its business, including current or proposed business plans, strategies, products, customer lists, contracts, business methods, financial data or marketing data; (iii) a trade secret or marked as "proprietary" or "confidential" (or with a similar legend). Notwithstanding the foregoing, Confidential Information shall not include information which (A) was in the public domain or was generally available to the public at the time it was disclosed; (B) enters the public domain or becomes generally available to the public without violation of this Agreement by the Receiving Party; (C) was known to the Receiving Party, without restriction as to use or disclosure, at the time of the disclosure, (D) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party; or (E) becomes known to the Receiving Party from a third party without breach of this Agreement by the Receiving Party and otherwise not in violation of the Disclosing Party's rights.

6.2 Obligations. The Receiving Party will not disclose to any third party any Confidential Information of the Disclosing Party without the Disclosing Party's express written consent and will not use Confidential Information of the Disclosing Party except to perform its obligations

under this Agreement. The Receiving Party will use reasonable care to keep secret the Confidential Information of the Disclosing Party, which degree of care will in no event be less than the security precautions it uses to protect its own Confidential Information of like importance and in accordance with Applicable Law. Notwithstanding anything in this Section 6.2, the Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to court order, provided that the Receiving Party (i) first provides the Disclosing Party with prior written notice and a reasonable opportunity to oppose such disclosure; and (ii) reasonably cooperates with the Disclosing Party to limit disclosure of the Confidential Information.

7. REPRESENTATIONS & WARRANTIES

7.1 Representations. Each Party represents and warrants the following: It is duly organized, validly existing, and in good standing in its jurisdiction of formation and qualified to do business wherever required for this Agreement. The execution and performance of this Agreement do not violate any other agreement or legal obligation binding on the Party. It possesses, and will maintain, all licenses, permits, and approvals necessary to perform its obligations under this Agreement. It will perform its obligations in a professional manner consistent with Applicable Law.

7.2. DISCLAIMER. EXCEPT AS EXPRESSLY STATED IN THIS SECTION 7, NEITHER PARTY MAKES ANY OTHER WARRANTY, EXPRESS OR IMPLIED, AND EACH DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

8. INDEMNIFICATION

8.1 Onfire Indemnity. Onfire will defend and settle at its own expense, any action or other proceeding brought against Licensee, its officers, directors, and employees (collectively, “**Licensee Indemnified Parties**”) from and against any third-party claim alleging or arising out of Onfire’s breach of this Agreement, Onfire’s violation Applicable Law, Onfire’s provision of any Payment Plan or Onfire’s collection activities. Onfire will pay all costs and damages (including but not limited to reasonable attorneys’ fees) awarded against Licensee Indemnified Parties in any such action or proceeding.

8.2 Licensee Indemnity. Licensee will defend and settle at its own expense, any action or other proceeding brought against Onfire, its officers, directors, and employees (collectively, “**Onfire Indemnified Parties**”) from and against any third-party claim alleging or arising out of Licensee’s breach of this Agreement, Licensee’s provision Licensee Services, or Licensee’s violation of Applicable Law. Licensee will pay all costs and damages (including but not limited to reasonable attorneys’ fees) awarded against Onfire Indemnified Parties in any such action or proceeding.

8.3 Conditions to Indemnification. The obligations to defend and indemnify provided under Sections 8.1 and 8.2 shall apply only if (i) the party requesting the indemnity (“**Indemnified Party**”) promptly notifies the party obligated to provide the indemnity (“**Indemnifying Party**”) in

writing of any claim within a reasonable time; (ii) the Indemnified Party provides the Indemnifying Party with all reasonable assistance and information requested by the Indemnifying Party, at the Indemnifying Party's expense, for the defense and settlement of any claim; and (iii) the Indemnified Party provides the Indemnifying Party with the exclusive right to control and the authority to defend and settle any claim; provided that the Indemnifying Party will not enter into any settlement that adversely affects the Indemnified Party's rights or interest without the Indemnified Party's prior written approval, which shall not be unreasonably withheld or delayed.

9. LIMITATION OF LIABILITY

EXCEPT FOR (i) A PARTY'S GROSS NEGLIGENCE, FRAUD, OR WILLFUL MISCONDUCT, (ii) BREACH OF CONFIDENTIALITY, OR (iii) INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 9, EACH PARTY'S TOTAL LIABILITY SHALL NOT EXCEED \$1,000,000.

EXCEPT FOR A BREACH OF SECTION 6, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES (INCLUDING LOSS OF DATA, BUSINESS INTERRUPTION OR LOST PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

10. TERM & TERMINATION

10.1 Term. This Agreement will commence on the date in which Licensee clicks on the "I Agree" button and continue until terminated by either Party.

10.2 Termination for Convenience. Either Party may terminate this Agreement for any reason on ninety (90) days' written notice to the other Party.

10.3 Termination for Cause. Either Party may immediately terminate this Agreement upon written notice if the other Party: (a) breaches a material obligation under this Agreement and fails to cure such breach (if the same is capable of being cured) within fifteen (15) days written notice reasonably describing the breach and the applicable Agreement section breached; or (b) becomes insolvent or files bankruptcy.

10.4 Effects of Termination. Termination of this Agreement shall not constitute a waiver or release of, or otherwise be deemed to prejudice or adversely affect, any rights, remedies or claims, whether for damages or otherwise, which a Party may have under this Agreement or which may arise out of or in connection with such termination or expiration.

10.5 Continuation of Payment Plans and Obligations. Upon the termination of the Agreement, Licensee will stop enrolling new Members and Onfire will cease offering or renewing Payment Plans in respect of Licensee Services to Members, except that all other obligations of the Parties under this Agreement will continue for a period of one year so that then-current Members using Payment Plans associated with Licensee Services are able to obtain the full benefit of those Payment Plans. Notwithstanding anything to the contrary, Sections 2.4, 3, 4, 5, 6, 7, 8, 9, 10.5, 11, and 13 will survive termination of this Agreement.

11. ASSIGNMENT

11.1 Assignment. Neither Party may assign its obligations under this Agreement without the other's written consent, except that either Party may assign all of its rights under this Agreement upon written notice in the event of a merger, reorganization or acquisition of all or substantially all of its assets. The Parties agree that either Party may assign, transfer or sell its receivables to a third party and that such transfer shall not constitute an assignment within the meaning of this Section 11.

11.2 Prohibitions. Any prohibited assignment not expressly permitted under Section 11.1 is null and void. Subject to the foregoing, this Agreement binds and inures to the benefit of the Parties and their permitted successors and assigns.

12. NOTICES

All notices under this Agreement must be in writing and delivered by (i) personal delivery, (ii) nationally-recognized overnight courier, or (iii) e-mail with confirmed receipt. Notice is deemed given on the first business day after delivery. If notice is given to Onfire, it must be given to the principal business address above. If notice is given to Licensee, it must be given to the business address provided by the Licensee.

13. MISCELLANEOUS

13.1 Entire Agreement. This Agreement (including all Schedules) constitutes the entire understanding between the Parties and supersedes all prior or contemporaneous agreements.

13.2 Amendment. No amendment or waiver is effective unless made in a written instrument signed by both Parties.

13.3 Severability. If any provision is held unenforceable, it will be enforced to the maximum extent possible under Applicable Law, the unenforceable portions will be considered automatically removed, and all enforceable portions will remain in effect.

13.4 Waiver. A Party's failure to enforce any provision is not a waiver of future enforcement of that or any other provision.

13.5 Counterparts & E-Signature. This Agreement may be executed in counterparts (including PDF or electronic signatures), each of which is deemed an original and together constitute one instrument.

13.6 Headings. Headings are for convenience only and do not affect interpretation.

13.7 Governing Law. Delaware law (without regard to conflict-of-laws principles) governs all matters arising out of or relating to this Agreement, except that federal law governs questions of consumer credit and privacy as applicable.

Schedule 1 – Program Details

Parameter	Standard Setting	Notes / Change Control
Maximum Financed Amount (per Member)	US \$25,000 at any one time	Limit may be raised case-by-case with manual override.
Member Eligibility	<ul style="list-style-type: none"> • Soft credit inquiry (no hard pull) • Government-issued photo ID verification • Valid debit / credit card on file • 18 + years of age and U.S. resident 	
Permitted Licensee Services	<ul style="list-style-type: none"> • Licensee Plans and Subscriptions (any tier) • Diagnostics & Labs • Supplements & Wearables • 1-on-1 Health-Coaching Sessions • Concierge RX 	<p>Initial Rate Card to be mutually agreed by the parties.</p> <p>RX must be processed separately using the Onfire Member card.</p>
Program Branding	Marketed to consumers as the “Onfire Payment Membership Program” . The Parties will not describe it as insurance, credit-card, or loan.	

Schedule 2 – Financial Terms

2.1 Rate Card

Onfire will pay for Licensee Services on behalf of Members as defined in this schedule. Payments will be triggered by either direct invoicing, and member card swipe (RX) once available.

Service	Description	Type	Retail Price	Onfire Price
Enthusiast (BYO Data)	BYO Data review with Longevity MD, ongoing unlimited text access to Licensee Team, with MD escalations as needed.	Membership	\$2500	\$2125
Core Membership	50 biomarker blood draw, data review with Longevity MD, Lifestyle Plan Design, ongoing unlimited text access to Licensee Team, with MD escalations as needed.	Membership	\$3000	\$2550
Optimization Member	Full Optimization Program for 12 months, with unlimited MD team access	Membership	\$13,000	\$11,050
Optimization Assessment	Optimization 100 biomarker blood draw, full body 5 elements assessments, review, plan design.	Service	\$5000	\$4,250
A la Carte (non-RX)	Discounted member pricing for any listed Licensee assessments/experiences	Product or service	As listed	15% platform fee

2.2 Reimbursement Timing

Transaction Type	Up-Front Payment*	Balance-Payment Cadence
Membership Plans	50%	25% net 90, 25% net 180
Individual products & services (non-RX)	100%	NA

* **Up-Front Payment:** Paid via ACH net 3d.

2.3 Settlement Mechanics

Cut-off & Funding Days – Transactions captured **Mon 00:00 ET** → **Wed 23:59 ET** settle on **Thursday**; transactions **Thu 00:00 ET** → **Sun 23:59 ET** settle on **Monday**.

Fees. Onfire will deduct from remittances to Licensee a 3% transaction fee for Member credit card payments (once enabled).

Offsets – Onfire may offset Fees, chargebacks, and any Licensee reimbursements owed against settlement amounts.

Statement Detail – Each settlement file will list: transaction ID, customer ID number, Fee, Rate Card ID/Licensee Service ID, balance-payment tranche, and net ACH amount.