CONSULTING AGREEMENT

Together Senior Health, Inc.

This Consulting Agreement (this “***Agreement***”) is made and entered into as of \_\_\_\_\_\_\_\_\_\_ \_\_\_\_, \_\_\_\_ (the “***Effective Date***”), by and between Together Senior Health, Inc., a Delaware corporation (the “***Company***”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, an individual (“***Consultant***”) (each herein referred to individually as a “***Party***,” or collectively as the “***Parties***”).

The Company desires to retain Consultant as an independent contractor to perform consulting services for the Company, and Consultant is willing to perform such services, on the terms described below. In consideration of the mutual promises contained herein, the Parties agree as follows:

# ***Services and Compensation***

# Consultant shall perform the services described in Exhibit A (the “***Services***”) for the Company (or its designee), and the Company agrees to pay Consultant the compensation described in Exhibit A for Consultant’s performance of the Services.

# ***Applicability to Past Activities***

# Consultant agrees that if and to the extent that Consultant provided any services or made efforts on behalf of or for the benefit of Company, or related to the current or prospective business of Company in anticipation of Consultant’s involvement with the Company, that would have been “***Services***” if performed during the term of this Agreement (the “***Prior Consulting Period***”) and to the extent that during the Prior Consulting Period: (i) Consultant received access to any information from or on behalf of Company that would have been “***Confidential Information***” (as defined below) if Consultant received access to such information during the term of this Agreement; or (ii) Consultant (a) conceived, created, authored, invented, developed or reduced to practice any item (including any intellectual property rights with respect thereto) on behalf of or for the benefit of Company, or related to the current or prospective business of Company in anticipation of Consultant’s involvement with Company, that would have been an “***Invention***” (as defined below) if conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement; or (b) incorporated into any such item any pre-existing invention, improvement, development, concept, discovery or other proprietary information that would have been a “***Prior Invention***” (as defined below) if incorporated into such item during the term of this Agreement; then any such information shall be deemed “***Confidential Information***” hereunder and any such item shall be deemed an “***Invention***” or “***Prior Invention***” hereunder, and this Agreement shall apply to such activities, information or item as if disclosed, conceived, created, authored, invented, developed or reduced to practice during the term of this Agreement. Consultant further acknowledges that Consultant has been fully compensated for all services provided during any such Prior Consulting Period.

# ***Confidentiality and Trade Secrets***

## *Definition of Confidential Information*. “***Confidential Information***” means any information that relates to the actual or anticipated business and/or products, research and development of the Company, its affiliates or subsidiaries, and further includes, without limitation, any technical information, Trade Secrets or know-how, of the Company, its affiliates or subsidiaries, and all (a) research, developments, ideas, inventions, processes, formulas, algorithms, technologies, techniques, specifications, designs, drawings, engineering information, hardware configuration information, software, source code, product plans, patent applications and other information regarding the Company’s products, services and markets therefore; (b) pre-clinical (including *in vivo* and *in vitro*) testing and clinical trial data and results, and all documents, records, materials and information relating thereto, including, without limitation, protocols, investigator brochures, training manuals, procedures, charts, x-rays, angiograms, photographs, images, specimens, and all other documents, reports, forms, records, materials, visual representations and information pertaining to any data or results from such pre-clinical testing or clinical trials, regardless of whether obtained during training or preparation for, conduct of or after completion of, such testing or trials, or at any other time during the term of this Agreement or while Services are performed; (c) business processes and relationship information, lists and identities of past, current and prospective customers, suppliers, vendors, consultants and advisors, business plans, marketing plans, market data, finances, forecasts, financial analyses, and other business information; and (d) Inventions (as defined in Section 4.A).

The foregoing shall constitute Confidential Information whether or not disclosed by the Company, or prepared or generated in whole in part by the Consultant, and whether or not disclosed orally or in writing or labeled and identified as “***Confidential***.” Confidential Information does not include information which Consultant can establish that (i) is known to Consultant at the time of disclosure to Consultant by the Company as evidenced by written records of Consultant; (ii) has become publicly known and made generally available through no wrongful act of Consultant; or (iii) has been rightfully received by Consultant from a third party who is authorized to make such disclosure.

## *Nonuse and Nondisclosure*. Consultant will not, during or subsequent to the term of this Agreement, (i) use the Confidential Information for any purpose whatsoever other than performance of the Services on behalf of the Company, or (ii) disclose the Confidential Information to any third party. Consultant may also disclose Confidential Information to the extent compelled by applicable law; *provided however*, prior to such disclosure, Consultant shall provide prior written notice to Company and seek a protective order or such similar confidential protection as may be available under applicable law. Consultant agrees that no ownership of Confidential Information is conveyed to the Consultant. Consultant agrees that all Confidential Information will remain the sole property of the Company. Consultant also agrees to take all reasonable precautions to prevent any unauthorized disclosure of such Confidential Information. The Consultant will not remove any Confidential Information or copies thereof or physical samples of materials from the Company’s premises except to the extent necessary to perform the Services, and then only with the prior consent of the Company.

## *Former Client Confidential Information***.** Consultant agrees that Consultant will not, during the term of this Agreement, improperly use or disclose, any proprietary information or Trade Secrets of any former or current employer of Consultant or other person or entity with which Consultant has an agreement or duty to keep in confidence information acquired by Consultant, if any. Consultant also agrees that Consultant will not bring onto the Company’s premises or transfer onto the Company’s technology systems any unpublished document, or proprietary information, or Trade Secrets belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.

## *Third Party Confidential Information***.** Consultant recognizes that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain limited purposes. Consultant agrees that, during the term of this Agreement and thereafter, Consultant owes the Company and such third parties a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm, or corporation, or to use it except as necessary in carrying out the Services for the Company consistent with the Company’s agreement with such third party.

## *Return of Materials***.** Upon the termination of this Agreement, or upon Company’s earlier request, Consultant will deliver to the Company all of the Company’s property, including but not limited to all electronically stored information and passwords to access such property, and all copies or tangible manifestations of the Confidential Information that Consultant may have in Consultant’s possession or control.

## *Definition of Trade Secret.* A “**Trade Secret**” is defined as information of the Company, without regard to form, including, but not limited to, technical or nontechnical data, a formula, pattern, compilation, program, device, method, technique, drawing or process, (i) that derives independent economic value, actual or potential, from not being generally known to or readily ascertainable through appropriate means by other persons who might obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

## *Defend Trade Secrets Act of 2016 (the “****DTSA****”).* Notwithstanding anything to the contrary set forth in this Agreement, (i) pursuant to the DTSA (18 U.S.C § 1833(b)(1)), no individual shall be held criminally or civilly liable under federal or state law for the disclosure of a Trade Secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal, and (ii) Consultant shall not be prohibited from (1) exercising Consultant’s rights under federal, state, or local law (including, but not limited to, acting as or cooperating with a whistleblower), (2) cooperating in a government or administrative investigation, or (3) revealing alleged criminal wrongdoing to law enforcement.

# ***Ownership***

## *Assignment of Inventions***.** Consultant agrees that all right, title, and interest in and to any copyrightable material, notes, records, drawings, designs, inventions, improvements, developments, discoveries and Trade Secrets conceived, discovered, authored, invented, developed or reduced to practice by Consultant, solely or in collaboration with others, during the term of this Agreement and arising out of, or in connection with, performing the Services under this Agreement and any copyrights, patents, Trade Secrets, mask work rights or other intellectual property rights relating to the foregoing (collectively, “***Inventions***”), are the sole property of the Company. Consultant also agrees to promptly make full written disclosure to the Company of any Inventions and to deliver and assign (or cause to be assigned) and hereby irrevocably assigns fully to the Company all right, title and interest in and to the Inventions. Consultant shall maintain complete written records of all Inventions and of all work or investigations done or carried out by the Consultant at all stages thereof, which records shall be the exclusive property of the Company.

## *Further Assurances***.** Consultant agrees to cooperate fully with the Company, or its designee, at the Company’s expense, in every proper way to secure the Company’s rights in Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions in any and all countries, including the disclosure to the Company of all pertinent information and data with respect to all Inventions, the executions of all applications, specifications, oaths, assignments and other instruments that the Company may deem necessary in order to apply for an obtain such rights and in order to assign and convey to the Company, its successors, assigns and nominees the sole and exclusive right, title and interest in and to all Inventions, and any copyrights, patents, mask work rights or other intellectual property rights relating to all Inventions. In this regard, Consultant shall execute and deliver all requested applications, assignments and other documents and take other such measures as the Company shall reasonably request in order to perfect and enforce the Company’s rights in the Inventions. Consultant acknowledges and agrees that Consultant’s obligation to execute or cause to be executed any such instrument or papers shall continue after the termination of this Agreement.

## *Pre-Existing Material*s**.** Subject to Section 4.A, Consultant agrees that if, in the course of performing the Services, Consultant incorporates into any Invention developed under this Agreement any pre-existing invention, improvement, development, concept, discovery or other proprietary information owned by Consultant or in which Consultant has an interest, (i) Consultant will inform Company, in writing before incorporating such invention, improvement, development, concept, discovery, or other proprietary information into any Invention, and (ii) the Company is hereby granted a nonexclusive, royalty-free, perpetual, irrevocable, worldwide license to make, have made, modify, use and sell such item as part of or in connection with such Invention. Consultant will not incorporate any invention, improvement, development, concept, discovery, or other proprietary information owned by any third party into any Invention without Company’s prior written permission.

## *Attorney-in-Fact***.** Consultant agrees that, if the Company is unable because of Consultant’s unavailability, dissolution, mental or physical incapacity, or for any other reason, to secure Consultant’s signature for the purpose of applying for or pursuing any application for any United States or foreign patents or mask work or copyright registrations covering the Inventions assigned to the Company in Section 4.A, then Consultant hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Consultant’s agent and attorney-in-fact, to act for and on Consultant’s behalf to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of patents, copyright and mask work registrations with the same legal force and effect as if executed by Consultant.

# ***Conflicting Obligations***

## *No Conflicts*. Consultant represents and warrants that Consultant has no agreements, relationships, or commitments to any other person or entity that conflict with the provisions of this Agreement, Consultant’s obligations to the Company under this Agreement, and/or Consultant’s ability to perform the Services. Consultant will not enter into any such conflicting agreement during the term of this Agreement.

## *Subcontractors*. [In light of the unique and specialized nature of Consultant’s Services, Consultant shall not have the right to subcontract the performance of any Services.]

## **OR**

## [Consultant shall require all Consultant’s employees, contractors, or other third-parties performing Services under this Agreement to execute a confidential information and assignment agreement with terms at least as restrictive as the terms of this Agreement, and promptly provide a copy of each such executed agreement to the Company. Consultant’s violation of this section will be considered a material breach under Section 7.B.]

## C. *Substantially Similar Designs.* In view of Consultant’s access to the Company’s Trade Secrets and proprietary know-how, Consultant agrees that Consultant will not, without Company’s prior written approval, design identical or substantially similar designs as those developed under this Agreement for any third party during the term of this Agreement and for a period of 12 months after the termination of this Agreement. Consultant acknowledges that the obligations in this Section 5 are ancillary to Consultant’s nondisclosure obligations under Section 3.

# ***Reports***

# Consultant agrees that Consultant will periodically keep the Company advised as to Consultant’s progress in performing the Services under this Agreement. Consultant further agrees that Consultant will, as requested by the Company, prepare written reports with respect to such progress. The Company and Consultant agree that the reasonable time expended in preparing such written reports will be considered time devoted to the performance of the Services.

# ***Term and Termination***

## *Term*. The term of this Agreement will begin on the Effective Date of this Agreement and will continue until the earlier of (i) final completion of the Services or (ii) termination as provided in Section 7.B.

## *Termination***.** The Company may terminate this Agreement at any time upon giving Consultant written notice of such termination pursuant to the terms of this Agreement. The Company may terminate this Agreement immediately and without prior notice if Consultant stops performing the Services, is unable to perform the Services, or is in breach of any material provision of this Agreement.

## *Surviva****l*.** Upon any termination, all rights and duties of the Company and Consultant toward each other shall cease except:

### The Company will pay, within thirty (30) days after the effective date of termination, all amounts owing to Consultant for Services completed and accepted by the Company prior to the termination date and related reimbursable expenses, if any, submitted in accordance with the Company’s policies and in accordance with the provisions of Section 1 of this Agreement; and

### Section 3 (Confidentiality), Section 4 (Ownership), Sections 5B and 5C (Conflicting Obligations), Section 7 (Term and Termination), Section 8 (Independent Contractor; Benefits), Section 9 (Indemnification), Section 10 (Nonsolicitation), Section 11 (Limitation of Liability), Section 12 (Arbitration and Equitable Relief), and Section 13 (Miscellaneous) will survive termination or expiration of this Agreement in accordance with their terms.

# ***Independent Contractor; Benefits***

## *Independent Contractor****.***It is the express intention of the Company and Consultant that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant as an agent, employee or representative of the Company. Without limiting the generality of the foregoing, Consultant is not authorized to bind the Company to any liability or obligation or to represent that Consultant has any such authority. Consultant agrees to furnish (or reimburse the Company for) all tools and materials necessary to accomplish this Agreement and shall incur all expenses associated with performance, except as expressly provided in Exhibit A. Subject to compliance with Consultant’s obligations hereunder, Consultant shall retain sole control and discretion to determine the methods by which Consultant performs the Services and the places at which, the equipment and supplies with which, and the hours during which such Services are to be rendered. Consultant acknowledges and agrees that Consultant is obligated to report as income all compensation received by Consultant pursuant to this Agreement. Consultant agrees to and acknowledges the obligation to pay all self-employment and other taxes on such income.

## *Benefits*. The Company and Consultant agree that Consultant will receive no Company-sponsored benefits from the Company. If Consultant is reclassified by a state or federal agency or court as the Company’s employee, Consultant will become a reclassified employee and will receive no benefits from the Company, except those mandated by state or federal law, even if by the terms of the Company’s benefit plans or programs of the Company in effect at the time of such reclassification, Consultant would otherwise be eligible for such benefits.

# ***Indemnification***

# Consultant agrees to indemnify and hold harmless the Company and its directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys’ fees and other legal expenses, arising directly or indirectly from or in connection with (i) any negligent, reckless or intentionally wrongful act of Consultant or Consultant’s assistants, employees, or agents, (ii) a determination by a court or agency that the Consultant is not an independent contractor, (iii) any breach by the Consultant or Consultant’s assistants, employees, or agents of any of the covenants contained in this Agreement, (iv) any failure of Consultant to perform the Services in accordance with all applicable laws, rules and regulations, or (v) any violation or claimed violation of a third party’s rights resulting in whole or in part from the Company’s use of the work product of Consultant under this Agreement.

# ***Nonsolicitation***

# From the date of this Agreement until 12 months after the termination of this Agreement (the “***Restricted Period***”), Consultant will not, without the Company’s prior written consent, directly or indirectly, solicit or encourage any employee or contractor of the Company, or its affiliates, to terminate employment with, or cease providing services to, the Company or its affiliates. During the Restricted Period, Consultant will not, whether for Consultant’s own account or for the account of any other person, firm, corporation or other business organization, intentionally interfere with any person who is or during the period of Consultant’s engagement by the Company was a partner, supplier, customer or client of the Company or its affiliates.

# ***Limitation of Liability***

# In no event shall Company be liable to Consultant or to any other party for any indirect, incidental, special or consequential damages, or damages for lost profits or loss of business, however caused and under any theory of liability, whether based in contract, tort (including negligence) or other theory of liability, regardless of whether Company was advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy. In no event shall Company’s liability arising out of or in connection with this Agreement exceed the amounts paid by Company to Consultant under this Agreement for the Services, deliverables or invention giving rise to such liability.

# ***Arbitration and Equitable Relief***

## *Arbitration*. Consultant agrees that any and all controversies, claims or disputes with anyone (including the Company and any employee, officer, director, shareholder or benefit plan of the Company in its capacity as such or otherwise) arising out of, relating to or resulting from Consultant’s performance of the Services under this Agreement or the termination of this Agreement, including any breach of this Agreement, shall be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1283.05 (the “***Rules***”) and pursuant to California law. CONSULTANT AGREES TO ARBITRATE, AND THEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO, ALL DISPUTES ARISING FROM OR RELATED TO THE AGREEMENT, INCLUDING BUT NOT LIMITED TO: ANY STATUTORY CLAIMS UNDER STATE OR FEDERAL LAW, CLAIMS UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, THE AMERICANS WITH DISABILITIES ACT OF 1990, THE AGE DISCRIMINATION IN EMPLOYMENT ACT OF 1967, THE OLDER WORKERS BENEFIT PROTECTION ACT, THE CALIFORNIA FAIR EMPLOYMENT AND HOUSING ACT, THE CALIFORNIA LABOR CODE, CLAIMS OF HARASSMENT, DISCRIMINATION OR WRONGFUL TERMINATION AND ANY STATUTORY CLAIMS. Consultant understands that this Agreement to arbitrate also applies to any disputes that the Company may have with Consultant.

## *Procedure***.** Consultant agrees that any arbitration will be administered by the American Arbitration Association (“***AAA***”) and that a neutral arbitrator will be selected in a manner consistent with its National Rules for the Resolution of Employment Disputes. Consultant agrees that the arbitrator will have the power to decide any motions brought by any party to the arbitration, including discovery motions, motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. Consultant agrees that the arbitrator will issue a written decision on the merits. Consultant also agrees that the arbitrator will have the power to award any remedies, including attorneys’ fees and costs, available under applicable law. Consultant understands that the Company will pay for any administrative or hearing fees charged by the arbitrator or AAA, except that Consultant will pay the first $200.00 of any filing fees associated with any arbitration Consultant initiates. Consultant agrees that the arbitrator will administer and conduct any arbitration in a manner consistent with the Rules and that, to the extent that the AAA’s National Rules for the Resolution of Employment Disputes conflict with the Rules, the Rules will take precedence.

## *Remedy***.** Except as provided by the Rules, arbitration will be the sole, exclusive and final remedy for any dispute between the Company and Consultant. Accordingly, except as provided for by the Rules, neither the Company nor the Consultant will be permitted to pursue court action regarding claims that are subject to arbitration. Notwithstanding the foregoing, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator shall not order or require the Company to adopt a policy not otherwise required by law which the Company has not adopted.

## *Availability of Injunctive Relief***.** In addition to the right under the Rules to petition the court for provisional relief, Consultant agrees that any party may also petition the court for injunctive relief where either party alleges or claims a violation of Sections 3 (Confidentiality), 4 (Ownership) or 5 (Conflicting Obligations) of this Agreement or any other agreement regarding Trade Secrets, confidential information, nonsolicitation or California Labor Code Section 2870. In the event either the Company or Consultant seeks injunctive relief, the prevailing party will be entitled to recover reasonable costs and attorneys’ fees.

## *Administrative Relief****.*** Consultant understands that this Agreement does not prohibit Consultant from pursuing an administrative claim with a local, state or federal administrative body such as the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission or the workers’ compensation board. This Agreement does, however, preclude Consultant from pursuing court action regarding any such claim.

## *Voluntary Nature of Agreement****.*** Consultant acknowledges and agrees that Consultant is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Consultant further acknowledges and agrees that Consultant has carefully read this Agreement and has asked any questions needed to understand the terms, consequences and binding effect of this Agreement and fully understands it, including that ***Consultant is waiving Consultant’s right to a jury trial****.* Finally, Consultant agrees that Consultant has been provided an opportunity to seek the advice of an attorney of Consultant’s choice before signing this Agreement.

# ***Miscellaneous***

## *Governing Law***.** This Agreement shall be governed by the laws of the State of California, without regard to California’s conflicts of law rules.

## *Assignability*. Except as otherwise provided in this Agreement, Consultant may not sell, assign or delegate any rights or obligations under this Agreement.

## *Entire Agreement***.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior written and oral agreements between the parties regarding the subject matter of this Agreement.

## *Headings*. Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

## *Modification, Waiver****.***No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in a writing signed by the Parties. Waiver by the Company of a breach of any provision of this Agreement will not operate as a waiver of any other or subsequent breach.

## *Notices*. Any notice or other communication required or permitted by this Agreement to be given to a party shall be in writing and shall be deemed given if delivered personally or by commercial messenger or courier service or if mailed by U.S. registered or certified mail (return receipt requested), to the party at the party’s address written below or at such other address as the party may have previously specified by like notice. If by mail, delivery shall be deemed effective 3 business days after mailing in accordance with Section 13(F).

### If to the Company, to:

Together Senior Health, Inc.

1121 Tennessee St., Unit 1, San Francisco, California 94107

Attention: Cynthia Benjamin

Telephone: (650) 906-6032

## *Attorneys’ Fees***.** In any court action at law or equity that is brought by one of the Parties to this Agreement to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys’ fees, in addition to any other relief to which that Party may be entitled.

## *Severability****.***If any provision of this Agreement is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law.

## *Signatures***.** This Agreement may be signed in two counterparts, each of which shall be deemed an original, with the same force and effectiveness as though executed in a single document. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with U.S. Federal E-Sign Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

(*signature page follows)*

IN WITNESS WHEREOF, the Parties hereto have executed this Consulting Agreement as of the date first written above.

**CONSULTANT Together Senior Health, Inc.**

By: By:

Name: Name:

Title: Title:

Address for Notice:

E-mail:

**EXHIBIT A**

**SERVICES AND COMPENSATION**

1. ***Contact*.** Consultant’s principal Company contact:

Cynthia Benjamin

President and Chief Executive Officer

cbenjamin0001@gmail.com

1. ***Services***. The Services will include, but will not be limited to, the following:

[*Describe Services*][and such other services that the Company may reasonably request from time to time]

1. ***Compensation*.**
   1. [Subject to the approval of the Company’s Board of Directors, the Company will grant Consultant a nonqualified stock option to purchase [\_\_\_\_\_\_\_ (\_)] shares of the Company’s Common Stock (the “***Shares***”), [representing [\_\_\_]% of the Company’s fully diluted stock], at a price per share that is not less than the fair market value per share of the Common Stock on the date of grant, as determined by the Company’s Board of Directors. Shares will vest [monthly] in equal amount over [\_\_\_\_\_ (\_)] years after [*insert appropriate vesting commencement date*], subject to Consultant continuing to provide Services to the Company pursuant to this Agreement, and no shares shall vest before such date and no rights to any vesting shall be earned or accrued prior to such date. The Shares will be subject to the terms and conditions of the Company’s 2017 Equity Incentive Plan and a Stock Option Agreement between Consultant and the Company, including vesting requirements.]
   2. [The Company will pay Consultant $\_\_\_\_\_\_ upon delivery by the Consultant and acceptance by the Company of \_\_\_\_\_\_\_\_\_\_\_\_, as described in Section 2 above.]

**AND/OR**

B. [The Company will pay Consultant $\_\_\_\_\_\_ per hour, except that Consultant will not be paid for more than \_\_\_\_\_\_ hours per week.]

* 1. The Company will reimburse Consultant, in accordance with Company policy, for all reasonable expenses incurred by Consultant in performing the Services pursuant to this Agreement, if Consultant receives written consent from an authorized agent of the Company prior to incurring such expenses and submits receipts for such expenses to the Company in accordance with Company policy.

[On a [monthly] basis,] Consultant shall submit to the Company a written invoice for Services and expenses, and such statement shall be subject to the approval of the contact person listed above or other designated agent of the Company.

All payments and benefits provided for under this Agreement are intended to be exempt from or otherwise comply with the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and the regulations and guidance thereunder (together, “***Section 409A***”) so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

This Exhibit A is accepted and agreed upon as of the Effective Date.

**CONSULTANT Together Senior Health, Inc.**

By: By:

Name: Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: Title: