FAIR MARKET HEALTH · FOR PARTICIPANTS

Participation Agreement

Version **Oct. 26, 2026** Document ID **PA-2026-10-26**

This agreement (the "Agreement") is entered into and agreed to be effective as of the date of Participant's affirmative electronic assent (the "Effective Date"), by and between the Participating Clinician, Practice, Facility or Care Provider on behalf of itself and its subsidiaries and affiliates (collectively and individually, the "Participant", as applicable) and FAIR MARKET HEALTH LLC, a Kansas limited liability company ("FMH").

WHEREAS, FMH operates an online portal (https://www.fairmarkethealth.com) (the "FMH Digital Marketplace") for individuals to locate bundled healthcare services at a disclosed price; and

WHEREAS, all third-party individuals or entities that use or interact with the FMH Digital Marketplace (each, a "User" or "Consumer") are subject to and agree to comply with the FMH Terms of Use, as the same may be amended from time-to-time and made available at patient_terms_of_use.pdf (the "Patient Terms of Use"). For purposes of clarity, the parties acknowledge and agree that the term "User" or "Consumer" does not apply to individuals who may use or interact with the FMH Digital Marketplace on behalf of Participant under this Agreement. To the extent the Patient Terms of Use differ from this Agreement, this Agreement shall control.

WHEREAS, Participant desires for certain services to be available on the FMH Digital Marketplace on the terms set forth in this Agreement;

WHEREAS, by entering into this Agreement, on behalf of itself and associated healthcare professionals who participate in the FMH Digital Marketplace (each, a "Practitioner"), Participant is requesting to participate in the FMH Digital Marketplace on the terms set forth in this Agreement;

NOW, THEREFORE, Participant and FMH hereby enter into this Agreement to memorialize the terms and conditions applicable to Participant's participation in the FMH Digital Marketplace.

1 Incorporation of Recitals

The recitals set forth above are incorporated into this Agreement as if fully set forth herein.

2 Ownership

a. Participant acknowledges and agrees that FMH retains all right, title and interest, including intellectual property rights, in and to the FMH Digital Marketplace and the functionality related thereto, and except as expressly set forth in this Agreement, this Agreement do not grant to Participant any right, title or interest in or to the FMH Digital Marketplace or intellectual property of

FMH. All inventions, discoveries, improvements, enhancements, methods, processes, models, algorithms, software technology, technical documentation and other methodologies owned or developed by FMH in the course of providing the FMH Digital Marketplace to Participant and Users will remain the property of FMH. Participant further acknowledges and agrees that the FMH Digital Marketplace embodies confidential, proprietary information and trade secrets of FMH and its licensors, and Participant will treat it as Proprietary Information.

b. FMH hereby grants to Participant, and Participant hereby accepts, on the following terms and conditions, a royalty-free, non-exclusive, license to access and use, during the term of this Agreement, the FMH Digital Marketplace for the purposes set forth in this Agreement and subject to the limitations in this Agreement. The license granted herein to the FMH Digital Marketplace includes the right to access and use the FMH Digital Marketplace by Participant and its designated personnel. To the extent FMH incorporates third-party rights into the FMH Digital Marketplace, FMH represents and warrants that it has obtained the rights from those third parties necessary to vest in or grant to Participant the various license rights necessary under this Agreement.

3 Participant Representations and Warranties

In consideration of FMH allowing Participant to participate in the FMH Digital Marketplace, Participant represents and warrants to FMH as follows:

a. Participant has all necessary authority and capacity to enter into this Agreement on behalf of Participant and/or the Practitioners, and shall cause the Practitioners, including without limitation, owners, employees, contractors, and/or agents who participate in the FMH Digital Marketplace to abide by the terms of this Agreement;

b. Participant and associated clinicians and practitioners hold all required licenses and privileges necessary to perform the services, will maintain such licensure during the term of this Agreement, and possess the requisite competency and skill to perform the services. If the status of any Participant license pertinent to this Agreement should change, Participant shall immediately notify FMH.

4 FMH Digital Marketplace

a. FMH provides an online portal where Users can locate and purchase bundled healthcare services at pre-determined prices from healthcare providers and facilities that participate in the FMH Digital Marketplace. The individual Users select providers and facilities from which they wish to obtain services. Before completing their purchase, Users must acknowledge that they agree with the Patient Terms of Use. Their acknowledgment is a condition of their participation on the FMH Digital Marketplace and receiving healthcare services from Participants.

b. By entering into this Agreement and agreeing to participate in the FMH Digital Marketplace, Participant is making itself available to provide services it lists as available ("Available Services") at the prices Participant lists on the FMH Digital Marketplace, provided the Participant deems any requested services to be medically necessary for a given User. Participant acknowledges and agrees

that FMH is publishing bundled pricing based upon the Available Services being available at the listed rates.

c. FMH provides Participants with a login to the FMH Digital Marketplace to allow Participants to post and maintain Participant information, including available services and pricing information. Participant acknowledges that it is the sole responsibility of Participant to post and maintain the accuracy of Participant information, including Available Services and pricing information, on the FMH Digital Marketplace.

d. Participant agrees to provide FMH with a limited, non-transferable, non-exclusive, royalty-free right to use and reproduce Participant's name, likeness, trademarks, depictions, slogans, and logos within the FMH Digital Platform and within FMH marketing materials for the purpose of promoting Available Services to potential Users ("FMH License"). FMH's License shall terminate with termination of this Agreement.

5 Payment

To facilitate payment for Participant's services, Users of the FMH Digital Marketplace remit payment to FMH for the purchase of a bundle of services from selected providers and facilities participating in the FMH Digital Marketplace. FMH shall hold the received funds as a contract beneficial holder on behalf of User. Once the purchased service is complete, Participant shall notify FMH via the FMH Digital Marketplace and FMH shall distribute to Participant the agreed-upon rate. Funds will be distributed to Participant within ten (10) days of Participant's notice to FMH. FMH shall distribute funds to Participant in strict accordance with the information provided by Participant to FMH. It is the sole responsibility of Participant to provide accurate, up to date payment information to FMH. Absent FMH's fraud, intentional misconduct, or gross negligence, FMH is not responsible and shall have no liability for loss of funds resulting from errors in the payment information provided by Participant. Any refund due to the User prior to disbursement of the funds to Participant shall be made by FMH to the User. Any refund due to the User after disbursement of the funds to Participant shall be handled between the Participant and User directly unless the need for refund is caused by the negligence of or the breach of this Agreement by FMH. Participant will be solely responsible for billing and collecting payment for any care provided by Participant or a healthcare practitioner to a User outside the scope of this Agreement, including, but not limited to, after the completion of the purchased services.

6 Additional Necessitated Services and Charges

Medical procedures can sometimes lead to the discovery of previously unforeseen medical needs and a resulting need for additional medical treatment or procedures. For any services that are provided as additional necessitated services, it is ultimately the patient's, or their payor's responsibility to Participant to pay the cost of Additional Necessitated Charges. Users of the FMH Digital Marketplace are apprised of this obligation.

7 Relationship

FMH acts as a listing service for the Available Services and does not act as an employee, broker, agent, contractor, or any other service provider on behalf of Participant. FMH does not offer any services on behalf of Participant, but merely lists Available Services with bundles for viewing by Users of the FMH Digital Marketplace and holds funds to be distributed on behalf of the User.

8 No Referrals or Endorsements

FMH and Participant agree that no compensation or remuneration is paid to FMH by or on behalf of Participant or to Participant on behalf of FMH. FMH's fees are paid by Users or their plan sponsors and are not deducted from Participant's listed rates. Nothing in this Agreement shall be construed as an offer or payment by one party to the other party or any affiliate of the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for patient referrals or for recommending, purchase, or order of any item or service. Referrals are not mandated or permitted by this Agreement. All decisions regarding the selection of healthcare services, providers, and facilities shall be made at the sole discretion of any User of the FMH Digital Marketplace. FMH does not recommend or endorse any provider or facility to a User of the FMH Digital Marketplace and nothing on the FMH Digital Marketplace is to be construed as an endorsement, recommendation, or referral of any specific provider, facility, or service.

9 Removal of Available Services

FMH may remove Participant's or a particular practitioner's Available Services at any time at FMH's sole discretion.

10 Participant Changes or Removal of Available Services

Participant may utilize the FMH Digital Marketplace to change or remove its Available Services or alter its rates for such services at any time; provided, however, subject to the other terms and conditions of this Agreement, Participant shall honor any previously purchased services for Users who have scheduled a service with Participant prior to the rate change.

11 Termination/Breach

Participant may terminate this Agreement at any time, for any reason or no reason, upon written notice to Fair Market Health ("FMH"). FMH may terminate this Agreement at any time, for any reason or no reason, upon thirty (30) days' prior written notice to Participant. Either party may terminate this Agreement for material breach by the other party. The non-breaching party must first provide written notice describing the material breach in reasonable detail. If the breaching party does not cure the material breach within fifteen (15) days after receiving that notice, the non-breaching party may terminate this Agreement immediately upon written notice to the breaching party; provided, however, that either party may terminate this Agreement immediately upon written notice for a material breach that is not capable of cure. Upon termination of this Agreement for any reason, Participant will no longer be eligible to offer, market, schedule, or provide Services through the FMH platform, and FMH will remove Participant's

listings and available Services from the platform as soon as reasonably practicable. Services purchased but not yet scheduled will be canceled and refunded. Participant shall deliver Services scheduled before termination at the purchased price unless it cannot lawfully do so, in which case they will be canceled and refunded. Termination will not affect either party's obligations or liabilities arising before the effective date of termination, including payment, confidentiality, privacy, indemnification, and other provisions that by their nature should survive termination.

12 Medical Necessity

FMH is not a medical provider and does not engage in the practice of medicine or provide medical advice. FMH makes no representation or determination with regard to the medical necessity of any services purchased by a User. Participant shall determine whether any services are medically appropriate and/or necessary. In the event that a User requests a service that Participant determines is not medically necessary, FMH shall refund the User the full amount paid by the User, less the amount to cover the consultation visit, which will be paid to the Participant and less the amount paid for transaction processing.

13 Not Responsible for Acts of Other Participants or Practitioners

Notwithstanding anything to the contrary in this Agreement, FMH acknowledges and agrees that Participant is not responsible for the acts or omissions of any other provider or practitioner, even if such other provider or practitioner's available services are bundled together with Participant's Available Services.

14 Federal Programs

The FMH Digital Marketplace is not for use by beneficiaries of Medicare, Medicaid, TRICARE, or other State or Federal healthcare programs (collectively, the " Programs ") for covered services. A request for services through the FMH Digital Marketplace shall not be honored by a Participant for covered services provided to beneficiaries of the Programs. FMH shall use its best efforts to ensure that the FMH Digital Marketplace is not used by Programs beneficiaries for covered services. If Participant becomes aware that a User of the FMH Digital Marketplace is or may be a Program beneficiary, Participant shall immediately inform FMH. If a Programs beneficiary wishes to use the FMH Digital Marketplace for services not covered by any Programs, it shall be the sole responsibility of Participant to deliver an advance beneficiary notice to the beneficiary prior to the provisions of such non-covered services.

15 Compliance with Third-Party Payor Requirements and Laws

Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly or intentionally conduct itself in such a manner as to violate any applicable federal or state law, including prohibition against fraud and abuse in connection with the Medicare and Medicaid programs, as such provisions are amended from time to time. This Agreement must be construed consistently with compliance with such statutes and regulations.

16 Protected Health Information

FMH is not a covered entity, as defined in the Health Insurance Portability and Accountability Act of 1996, as amended from time-to-time ("HIPAA"). To the extent FMH creates, receives, maintains, or transmits protected health information (as defined in HIPAA) (“PHI”) on behalf of Participant, the parties’ Business Associate Agreement governs and controls. Participant acknowledges and agrees that Participant is responsible for ensuring that its use of the FMH Digital Marketplace complies with HIPAA and other healthcare laws and regulations.

17 LIMITED WARRANTY; WAIVER OF OTHER WARRANTIES

FMH represents and warrants to Participant that (a) the FMH Digital Marketplace will operate and be updated in accordance with the terms and conditions set forth in this Agreement, and (b) the FMH Digital Marketplace will not infringe on any patent, copyright, or trademark. EXCEPT FOR THE FOREGOING, PARTICIPATION IN THE FMH DIGITAL MARKETPLACE IS PROVIDED "AS IS." FMH DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY, OR TITLE, WITH RESPECT TO THE FMH DIGITAL MARKETPLACE OR THE SERVICES OFFERED THEREON.

18 Transmission Issues

FMH makes no representation that data transmitted through the FMH Digital Marketplace will not be lost, corrupted, or intercepted by third parties. Due to the nature of the internet and the multiple interacting computers and programs involved in the delivery of data to and from the FMH Digital Marketplace, so long as FMH has used confidentiality and security measures reasonable in the industry, FMH disclaims any warranty of availability or reliability of the FMH Digital Marketplace due to transmission issues.

19 Insurance

a. Throughout the term of this Agreement, FMH shall maintain insurance for claims arising during the term of this Agreement and for not less than three (3) years after the termination of this Agreement as follows:

- **i.** commercial general liability insurance with a minimum limit of liability of $1 million per occurrence;
- **ii.** liability (Technology Errors and Omissions) insurance covering the liability for financial loss due to error, omission, or negligence of FMH as described in the Agreement, with a minimum amount of $1 million per claim;
- **iii.** third party Privacy and Network Security ("cyber") insurance for loss arising out of or in connection with loss or disclosure of Proprietary Information or confidential medical information, with a minimum amount of $1 million per claim.

b. All required insurance of FMH shall be provided by reputable and financially responsible insurance carriers with an A.M. Best’s Financial Strength Rating of "A" or better and a minimum Financial Size

Category of IX or higher. If any of the required insurance is cancelled or non-renewed, notice shall be delivered in accordance with policy provisions, and FMH shall promptly deliver such notice to Participant. FMH shall immediately purchase a replacement policy containing substantially the same terms as such prior policy and including a "Prior Acts Coverage Endorsement" effective from the Effective Date of this Agreement.

c. Prior to or following the Effective Date of this Agreement and at or following each policy renewal date, FMH will, upon request, provide to Participant certificates of insurance evidencing the required insurance.

d. Throughout the term of this Agreement Participant shall maintain insurance for claims arising during the term of this Agreement and for not less than three (3) years after the termination of this Agreement as follows:

i. commercial general liability insurance with a minimum limit of liability of $1 million per occurrence;

ii. Applicable professional liability insurance covering the liability for financial loss due to error, omission, or negligence of Participant, in an amount equal to or greater than $1 million per claim and in the aggregate.

e. All required insurance of Participant shall be provided by reputable and financially responsible insurance carriers with an A.M. Best's Financial Strength Rating of "A" or better and a minimum Financial Size Category of IX or higher, or a self-insurance program reasonably acceptable to FMH. If any of the required insurance is cancelled or non-renewed, notice shall be delivered in accordance with policy provisions, and Participant shall promptly deliver such notice to FMH. Participant shall immediately purchase a replacement policy containing substantially the same terms as such prior policy and including a "Prior Acts Coverage Endorsement" effective from the Effective Date of this Agreement.

f. Prior to or following the Effective Date of this Agreement and at or following each policy renewal date, Participant will, upon request, provide to FMH certificates of insurance evidencing the required insurance.

20 LIMITATION OF LIABILITY AND DAMAGES

EXCEPT FOR EXCLUDED CLAIMS, THE TOTAL LIABILITY OF EACH PARTY FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE, OR OTHERWISE) ARISING FROM THIS AGREEMENT OR USE OF THE FMH DIGITAL MARKETPLACE SHALL NOT EXCEED ONE HUNDRED THOUSAND DOLLARS ($100,000). EXCEPT FOR EXCLUDED CLAIMS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (EVEN IF ADVISED OF THEIR POSSIBILITY), INCLUDING DAMAGES FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, OR COMPUTER FAILURE OR MALFUNCTION. "EXCLUDED CLAIMS" MEANS (A) A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 21, WHICH SHALL NOT EXCEED THE GREATER OF $100,000 OR THE PER-CLAIM INSURANCE LIMITS

REQUIRED OF THAT PARTY UNDER SECTION 19; (B) BREACH OF THE PARTIES' BUSINESS ASSOCIATE AGREEMENT, WHICH IS GOVERNED BY THAT AGREEMENT'S LIABILITY TERMS; AND (C) A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

21 Indemnification

a. **Mutual.** Each party (the "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its affiliates, officers, directors, employees, and agents (the "Indemnified Party") from and against all third-party claims, actions, proceedings, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees (collectively, "Losses"), to the extent arising from the Indemnifying Party's (i) breach of this Agreement; (ii) negligence, gross negligence, or willful misconduct; or (iii) violation of applicable law.

b. **Professional Services.** Participant shall also indemnify, defend, and hold harmless FMH from Losses to the extent arising from professional or medical services rendered by or on behalf of Participant or its Practitioners, including claims of medical malpractice.

c. **Platform.** FMH shall also indemnify, defend, and hold harmless Participant from Losses to the extent arising from a claim that the FMH Digital Marketplace infringes a third party's patent, copyright, or trademark.

d. **Exclusion.** Neither party is obligated to indemnify Losses to the extent caused by the Indemnified Party's negligence, willful misconduct, or breach of this Agreement.

e. **Procedure.** The Indemnified Party shall (i) give the Indemnifying Party prompt written notice of the claim, provided that delay relieves the Indemnifying Party only to the extent it is prejudiced; (ii) allow the Indemnifying Party to control the defense and settlement; and (iii) reasonably cooperate at the Indemnifying Party's expense. The Indemnified Party may participate with its own counsel at its own expense. The Indemnifying Party shall not settle any claim that admits fault of, or imposes obligations on, the Indemnified Party without its written consent, which shall not be unreasonably withheld.

f. **Limits.** Obligations under this Section are subject to Section 20.

22 Confidentiality

a. **Proprietary Information.** Neither party shall disclose to any third party or use for such party's own, or a third party's benefit, any trade secret or confidential or proprietary information relating to the business, operations or plans of the other party or any User, patient, physician or customer list of the other party ("Proprietary Information") of which a party has or acquires knowledge by reason of such party's participation hereunder, unless such use or disclosure is required by law, or (b) consented to in writing by the other party. FMH shall ensure that other healthcare providers, competitors of Participant and entities offering the same or similar services as those contemplated herein do not have access to Participant's undisclosed, proprietary pricing information; provided, however, FMH shall not be responsible for Participant's disclosure of pricing information to Users or Consumers on the FMH Digital Marketplace. Upon termination of this Agreement for any reason, each party agrees

to return promptly to the other party all papers, records, files, and any other material containing Proprietary Information. Notwithstanding anything to the contrary in this Agreement, Proprietary Information does not include any information that is or becomes a part of the public domain through no act or omission of a party and also excludes information which was known to the receiving party (the "Recipient") prior to receipt from the other party (the "Disclosing Party") (as evidenced by the written records of a Recipient); information which the Recipient develops independently without using the Disclosing Party's Proprietary Information or breaching any obligation to the Disclosing Party; information which subsequently became available to the public through no fault or omission on the part of a Recipient, including without limitation, the Recipient's officers, directors, trustees, employees, agents, contractors and other representatives; and information which is furnished to a Recipient by a third party that is not known to the Recipient to have a confidentiality obligation to the Disclosing Party. Notwithstanding the foregoing, a Recipient will treat Proprietary Information in accordance with this Agreement upon notification of having possession or access to Proprietary Information.

b. **Survival of Obligations.** Each party's obligations under this section shall survive the termination of this Agreement indefinitely.

c. **Remedies.** Participant and FMH acknowledge that any violation of the covenants of this section may subject the party to liability for damages and to judicial enforcement of the specific terms of the covenants. The parties further acknowledge that it may be difficult to ascertain the exact amount of damages caused by a violation of one or more of the covenants contained in this section, but that damages would be continuing in nature and that the other party would suffer immediate, irreparable harm and injury by reason of any such violation. Consequently, Participant and FMH agree that an injunction, enforcement of the specific terms of this section or other equitable relief shall be available without requiring the other party to post bond to obtain such relief.

d. **Enforcement.** If at any time a court of competent jurisdiction holds that any of the restrictions contained in this section are unreasonable, and therefore unenforceable under circumstances then existing, the parties agree that the maximum period and scope reasonable under the circumstances shall be substituted for period and/or scope stated in this section.

23 Entire Agreement

This Agreement and any exhibits incorporated herein by reference constitute the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous prior discussions, understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

24 Amendments

FMH may amend this Agreement by posting the amended version and emailing Participant at least thirty (30) days before it takes effect. If Participant objects, Participant may terminate under Section 11 before the effective date. Amendments do not apply to Services purchased before the effective date.

25 Headings

The paragraph headings used in this Agreement are included solely for convenience and shall not affect, or be used in conjunction with, the interpretation of this Agreement.

26 Waiver

Election of either party to forego any right under this Agreement or to not enforce a particular provision of this Agreement does not impact or affect that party's rights regarding any other provision of this Agreement. Any waiver of a breach of any provision(s) of this Agreement shall not (i) be deemed effective unless in writing and signed by the party against whom enforcement of the waiver is sought, or (ii) operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.

27 Invalidity of Provisions

If any provision of this Agreement is or becomes invalid, illegal, or unenforceable in any respect, and if the rights and obligations of the parties to this Agreement will not be materially and adversely affected thereby (a) such provision will be fully severable; (b) this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof; (c) the remaining provisions of this Agreement will remain in full force and effect and not be affected by the illegal, invalid, or unenforceable provision or by its severance here from; and (d) in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provisions as is possible.

28 Notices

Any notices under this Agreement must be given in writing and shall be transmitted by electronic mail transmission to the last known valid electronic mail address of such party. Any such notice shall be deemed to have been received upon the business day transmitted if transmitted before 5 pm CST. If after 5 pm CST or sent on a non-business day (weekend or US holiday), the notice shall be deemed received on the next occurring business day. A party may, for purposes of this Agreement, change the email address for notice by giving notice of such change to the other party pursuant to this Section.

29 Assignment

This Agreement and its terms are personal to each of the parties hereto, and neither party may assign nor delegate any of its obligations hereunder without first obtaining the written consent of the other party, and any attempt to so assign or delegate without such consent is null and void; provided, however, that either party may assign this Agreement, its rights, or obligations hereunder to any entity controlling, controlled by, or under common control with the party.

30 Jurisdiction and Venue

This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas, without regard to its principles of conflict of laws. Any legal action brought to enforce or construe this Agreement shall be brought solely and exclusively in the state or federal courts located in Sedgwick County, Kansas, and the parties hereby agree to the jurisdiction of such courts and agree that they will not invoke the doctrine of forum non conveniens or other similar defenses.

31 Signatures

Any electronic signature or indication of assent, including any electronic symbol or process attached to, or associated with, execution and acceptance of this Agreement by Participant shall have the same legal validity and enforceability as a manually executed signature or use of a paper based record keeping system to the fullest extent permitted by applicable Federal and state law, including but not limited to the Federal Electronic Signatures in Global and National Commerce Act and the parties hereby waive any objection to the contrary.

End of Agreement