



BSD Platform Terms

As a precondition to utilizing the BSD Platform, these BSD Platform Terms (these “*Terms*”) shall apply to all transactions in which B’Siyata Dishmaya Pty Ltd, an Australian limited company (“*BSD*”) facilitates the processing of prescriptions on behalf of foreign physicians (each, a “*Physician*”) and their respective patients (the “*Patients*”). These Terms, as amended and restated from time to time, constitute a legally binding agreement between the Physician and BSD. BSD and the applicable Physician shall be referred to herein as “*Parties*” and each, as a “*Party*”. The Parties hereby agree as follows:

1. DEFINITIONS

“*Affiliate*” of an entity means any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such entity, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of a person or entity, whether through the ownership of voting securities, by contract or otherwise.

“*Agreement*” means these Terms, including any, exhibits, or appendices or other attachments thereto.

“*BSD Credit*” means a credited monetary amount for use with BSD and its Pharmacy partners, which may not be converted into cash.

“*BSD Technology*” means, collectively, the Platform, Documentation, and any other technology, intellectual property, or materials that are included or embodied in the Services to be provided pursuant to the Agreement.

“*Customs Clearance Guaranty*” or “Customs Clearance Guarantee” means a guaranty by BSD that, if a Physician submits a Proper Prescription which is accepted by a Pharmacy and is shipped to the United States and does not clear ICE, then BSD may (in its sole discretion) either (i) provide the Physician with BSD Credit or (ii) attempt to re-send the applicable pharmaceutical to the Patient.

“*Documentation*” means any user instructions, manuals, online support resources, or other materials that are provided by BSD in connection with the Platform Services.

“*Effective Date*” means the date on which the Physician first utilizes the Platform.

“*ICE*” means United States Immigration and Customs Enforcement.

“*Patient*” means an individual to whom a Physician provides medical or non-medical care, diagnosis, or treatment, and/or who is identified by Physician as eligible to access any component of, or product/service resulting from the prescriber’s use of, the Platform.

“*Proper Prescription*” means a prescription which includes all information required by applicable law and written for a valid Patient, and shall be considered a “Physician Submission”.

“*Platform*” means BSD’s proprietary software-as-a-service applications made available to Physician pursuant to this Agreement.

“*Platform Services*” means the provision of the Platform along with the associated data hosting, maintenance and support services, and other facilitation services required to support Physician’s access to and use of the Platform.

“*Product*” means the specific technology services that are part of the Platform.

“*Pharmacy*” means a pharmacy licensed and registered in Australia (or elsewhere) which has entered into a written or oral contract with BSD to fulfill prescriptions submitted by appropriately-licensed Physicians.



“*Physician*” means an appropriately-licensed prescriber (including but not limited to physicians, nurse practitioners, physician assistants) authorized to access and use the Platform.

“*Services*” means the Platform and Platform Services.

2. PLATFORM SERVICES

2.1 Platform Scope. The Platform Services are software-as-a-service applications and associated services that enable appropriately-licensed Physicians to (directly or through an administrative delegate) upload prescriptions for their patients to be delivered to Pharmacies, and to access and use certain products and services made available by BSD or third parties. BSD is not a healthcare provider, pharmacy, manufacturer, wholesaler, or shipping company, and does not employ or engage any licensed professionals to practice medicine or pharmaceutical medicine. All pharmaceutical fulfillment is the sole responsibility of those Pharmacy partners of BSD, and BSD will not be held responsible for the efficiency, efficacy, availability, or delivery of pharmaceutical fulfillments. A Pharmacy partner may reject any prescription for any reason. If a Proper Prescription is rejected by a Pharmacy partner, BSD may attempt to identify a different Pharmacy to fulfill such Proper Prescription. If BSD fails to identify such a Pharmacy within 15 days of the submission of a Proper Prescription, BSD may elect to provide such Physician with a credit to be used with BSD and the Pharmacies.

2.2 No Provider-Patient Relationship. Accessing the Platform does not create a provider-patient relationship between the patients of any Physician and BSD. The Platform is structured for use specific to certain pharmacy fulfillment services and is not, and should not, be considered, or used, as comprehensive medical advice, care, diagnosis, or treatment. The Physician’s independent medical judgment shall be considered the exclusive basis for the determination of whether the prescribed pharmaceuticals are appropriate for a particular Patient. BSD is not responsible for verifying the credentialing or licensure of any Physician. **BSD IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, SIDE EFFECTS, DIAGNOSIS, OR ANY OTHER INFORMATION, SERVICES OR PRODUCTS THAT A PHYSICIAN OR THEIR PATIENTS MAY OBTAIN OR EXPERIENCE.**

2.3 Platform Access. Subject to Physician’s ongoing compliance with the Agreement, BSD hereby grants to Physician a non-exclusive, non-transferable, non-sublicensable, internal right to access and use the Platform solely to access and use the Platform Services.

2.4 Customs Clearance Guaranty.

(A) Physician may elect, with the submission of each Proper Prescription, to protect such submission with the BSD Customs Clearance Guaranty upon paying the fee listed on the BSD Website.

(B) BSD is not a courier service, importer, exporter, or shipping company. Physician understands that BSD engages international shipping companies to deliver pharmaceuticals to Patients. BSD cannot guarantee that any pharmaceutical will clear customs and other relevant security measures for ultimate delivery to a Patient, and the Customs Clearance Guaranty will not be interpreted to guarantee that pharmaceuticals will be accepted by United States Immigrations and Customs Enforcement for entry into the United States.

2.5 Updates. BSD may update the Platform Services from time to time during the Term to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of third-party integrations or content. Such updates may require BSD to temporarily suspend access to the Platform Services while such updates are completed, and such temporary suspensions shall not be considered a breach of this Agreement.

2.6 Restrictions. Physician shall not, directly or indirectly, and shall not authorize any third party to:

(A) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, structure, algorithms, or associated know-how of, the BSD Technology, or reconstruct, or discover, any hidden or non-public elements of the Platform, or results provided in connection with the Platform Services (except



to the extent expressly permitted by applicable law); (B) translate, adapt, or modify the BSD Technology, any results of any Platform Services, or any portion of any of the foregoing; (C) write or develop any program based in whole or in part upon the Platform or Platform Services, or otherwise use the BSD Technology in any manner for the purpose of developing, distributing or making accessible products or services that compete with any Products; (D) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the BSD Technology or any rights to any of the foregoing; (E) export, sell or distribute any content or portion of the BSD Technology or use the BSD Technology for the benefit of any third persons other than a Patient; (F) transmit unlawful, infringing or harmful data or code, or any data or code that Physician is not authorized to transmit, either to or from the Platform; (G) alter or remove any trademarks or proprietary notices contained in or on the BSD Technology; (H) circumvent or otherwise interfere with any authentication or security measures of the BSD Technology or otherwise interfere with or disrupt the integrity or performance of any of the foregoing; or (I) otherwise use the BSD Technology except as expressly permitted hereunder. Physician acknowledges that BSD may, but is under no obligation to, monitor Physician's access and use of the Platform. BSD may suspend Physician's access to the Platform for any period during which BSD has a reasonable basis for concluding that Physician is not in compliance with this Section 2.6.

2.7 Physician's Obligations.

(A) Physician Submissions. Physician understands that it may need to provide certain data, information and cooperation for BSD to provide the Platform Services ("**Physician Submissions**"), and agrees that BSD may use and rely on the Physician Submissions for its provision of Platform Services. All Physician Submissions will be true and correct to best of Physician's knowledge. To the extent necessary, Physician will promptly supplement any incorrect or missing information on any prescription submitted on the Platform to the extent required by law or otherwise requested by BSD or a Pharmacy.

(B) Compliance with Platform Requirements. Physician agrees to comply with all requirements posted or otherwise included on the Platform, as amended, modified, or restated from time to time.

(C) Patient Complaints. Physician agrees to notify BSD or their nominated customer service contact within three business days after receiving any Patient complaint regarding any Service.

(D) Access to Technology. Physician is responsible for ensuring, at its own expense, that each authorized user of the Platform who is an administrator or practitioner has access to high-speed internet access and sufficient technology, as may be outlined in the Documentation or otherwise communicated to Physician from time to time.

(E) Compliance with Laws. Physician agrees to comply with all state and federal laws, rules, regulations, orders, and binding guidance applicable to the Physician's business. To the extent Physician receives any complaint, audit, investigation, claim, or is subject to any type of interaction with any governmental authority, Physician agrees to promptly notify BSD of such complaint, audit, investigation, claim, or interaction.

2.8 HIPAA. Physician represents and warrants that it is not a "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations ("**HIPAA**"). Additionally, the parties hereby agree the BSD is not considered a "Business Associate" or a "Subcontractor" as defined by HIPAA.

3. **FEES.**

3.1 Service Fees. Physician will pay BSD the fees for the Services, including any pharmaceuticals, associated shipping costs, the Customs Clearance Guaranty, and other associated fees as specified on the Platform, as amended from time to time ("**Fees**"). Once a Proper Prescription is submitted, such Proper



Prescription is non-cancelable and the associated compensation paid is nonrefundable. The Physician will be required to submit payment contemporaneously with the submission of a Proper Prescription, unless otherwise indicated on the Platform. BSD may, in its sole discretion, provide the Physician with statements summarizing the Physician's submissions and purchase on the Platform. BSD will be responsible for collecting fees charged by a Pharmacy and any exporter/shipping company from the Physician, and Physician will be responsible for all such fees which shall be included in the Fees.

3.2 Payment Terms. Physician shall pay all invoiced Fees in United States dollars contemporaneously with the submission of a Proper Prescription, without deduction or offset (other than BSD Credits).

3.3 Taxes. Physician is responsible for all federal, state, local, sales, use, value added, excise, or other taxes, fees, or duties arising out of the Agreement or the transactions contemplated by the Agreement (other than taxes based on BSD's net income).

4. PROPRIETARY RIGHTS.

4.1 BSD Technology. As between Physician and BSD, BSD owns and retains all rights, title and interest, including all intellectual property rights, in and to the BSD Technology, including all technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship and other tangible and intangible material and information pertaining thereto or included therein. BSD will own and retain all right, title and interest, including all intellectual property and proprietary rights, in and to any work product or deliverables created in connection with the Platform Services, and nothing limits or prevents BSD from developing similar work product or deliverables for other customers. Nothing in the Agreement precludes or restricts BSD from future use or exploitation of any concepts, ideas, techniques or know how of, or related to, the BSD Technology or otherwise arising in connection with BSD's performance under the Agreement. Other than as expressly set forth in the Agreement, no licenses or other rights in or to the BSD Technology are granted to Physician and all such rights are hereby expressly reserved. Physician may, from time to time and in their discretion, provide suggestions for changes, modifications or improvements to any Service (collectively, "**Feedback**"). Physician hereby grants, on its behalf and on behalf of its Patients, to BSD a perpetual, irrevocable right to use and fully exploit all Feedback for any lawful purpose without payment or other consideration to Physician.

4.2 Physician Marks. As between Physician and BSD, Physician owns and retains all rights, title and interest, including all intellectual property rights, in and to the name, logo and other trademarks, service marks and other identifying marks of Physician (the "**Physician Marks**"). To the extent that the Services provided hereunder are white-labeled and branded as Physician services and programs, Physician hereby grants to BSD a fully paid, non-exclusive, non-transferrable, non-sublicensable and irrevocable license during the Term to use, copy, display, perform and publish the Physician Marks for the purposes of branding the Products and Services provided under the Agreement.

5. TERM AND TERMINATION

5.1 Term. The Agreement becomes effective as of the Effective Date and shall remain in effect for a period of at one year, unless otherwise terminated earlier by either party in accordance with the terms herein (the "**Initial Term**"). After the Initial Term, this Agreement will automatically renew for successive one-year periods (each a "**Renewal Term**" and together with the Initial Term, the "**Term**") unless either Party provides at least 60 days prior written notice prior to the end of the Initial Term or any Renewal Term, unless otherwise specified or this Agreement is otherwise terminated subject to Section 5.2.

5.2 Termination. Either party may terminate the Agreement with 30 days' prior written notice if the other party is in material breach of the Agreement, and the material breach is not cured within 30 days after written notice reasonably describing the basis for the breach. The foregoing notwithstanding, BSD may terminate this Agreement immediately if BSD determines, in its sole discretion, that a material breach of this Agreement cannot reasonably be cured. BSD may terminate this Agreement at any time by providing



at least 60 days prior written notice to the Physician, but may elect to stop accepting prescriptions at any time from any Physician for any reason regardless of whether the Agreement has been terminated or not.

5.3 Effect of Termination. Upon the effective date of the termination or expiration of the Agreement for any reason: (A) Physician's access to the Platform will automatically terminate; and (B) Physician shall immediately return, or at BSD's request destroy and certify the destruction of any tangible embodiments of BSD's Confidential Information. The following provisions will survive the expiration or termination of the Agreement for any reason: Sections 1, 2.5, 2.7, 3 (with respect to amounts due to either party), 4, 5.3, 6, 8, 9, and 11.

6. CONFIDENTIALITY

6.1 Definition. "**Confidential Information**" means any information disclosed, directly or indirectly, by or on behalf of one party ("**Disclosing Party**") to the other party ("**Receiving Party**") pursuant to the Agreement that (A) is designated as "confidential," in some other manner to indicate its confidential nature; and (B) otherwise should reasonably be expected to be treated in a confidential manner based on the circumstances of its disclosure or the nature of the information itself. Without limiting the foregoing, BSD Technology is BSD's Confidential Information, and the terms (but not the existence) of the Agreement will be kept confidential as each party's Confidential Information. However, Confidential Information does not include information that: (1) is or becomes generally known and available to the public through no act of the Receiving Party; (2) was already in the Receiving Party's possession without a duty of confidentiality owed to the Disclosing Party at the time of disclosure by the Disclosing Party, as shown by the Receiving Party's contemporaneous records; (3) is lawfully obtained by the Receiving Party from a third party who has the express right to make such disclosure; or (4) is independently developed by the Receiving Party without breach of an obligation owed to the Disclosing Party. Physician Data is not Confidential Information and BSD's obligations regarding Physician Data are specifically addressed in Section 6.3.

6.2 Use; Maintenance. Neither party shall use the Confidential Information of the other party for any purpose except to exercise its rights and perform its obligations under the Agreement. Neither party shall disclose, or permit to be disclosed, either directly or indirectly, any Confidential Information of the other party, except: (A) to its advisors, or prospective investors or purchasers, in each case subject to written obligations of confidentiality, or (B) where the Receiving Party becomes legally compelled to disclose Confidential Information, notwithstanding the Receiving Party's having given the Disclosing Party prior notice of such legally compelled disclosure and a reasonable opportunity for Disclosing Party to seek a protective order or other confidential treatment for such Confidential information (if permitted by applicable law). Each party will take reasonable measures and care to protect the secrecy of, and avoid disclosure and unauthorized use of the other party's Confidential Information, and will take at least those measures taken to protect its own similar confidential information, but no less than reasonable measures.

6.3 Physician Data. Any data submitted by Physician to the Platform and any data returned from the Platform to Physician based on the results of such submitted data is "**Physician Data**". As between BSD and Physician, Physician retains all rights, title, and interest in and to the Physician Data. Physician Data does not include any data or other information generated by BSD through any automated data analysis, processing or other normal operations of the Platform or any BSD Data (as defined below). Physician hereby authorizes BSD to access, use, process and store Physician Data to perform or provide the Services and perform its obligations hereunder. Such authorization will include BSD's ability to notify any referral network on the Platform selected by the Physician that such Physician selected such referral network, and provide the Physician's de-identified order data to such referral network.

6.4 BSD Data. During and after the Term, BSD may use any Physician Data to operate and improve BSD's products and services. Physician represents and warrants to BSD that it has the legal right and authorization to provide all Physician Data to the Platform for use as set forth in the Agreement. BSD may de-identify or anonymize Physician Data such that it is no longer considered personally identifiable information (such data, "**BSD Data**"). With respect to BSD Data created in accordance with the above



license, Physician hereby grants BSD a perpetual, worldwide, irrevocable, non-exclusive, sublicensable, royalty-free, right and license to use, copy, and transmit such BSD Data for internal research, product and service development and improvement purposes.

6.5 Non-Circumvention. The Physician agrees that, as a condition of using the Platform, the Physician will be introduced to Pharmacies and shipping companies that have independently elected to provide services to Physicians and their Patients utilizing the Platform. During the Term and for a period of twelve (12) months following the termination or expiration hereof for any reason, the Physician will not circumvent or attempt to circumvent this Agreement or otherwise submit prescriptions to any Pharmacy that fulfills any prescription written by such Physician during the Term.

6.6 Specific Performance; Injunctive Relief. Each Party acknowledges and agrees that in the event of a breach by the other Party of any of the provisions of this Section 6, the non-breaching Party would suffer irreparable harm, no adequate remedy at law would exist for the non-breaching Party, and damages would be difficult to determine. Consequently, in the event of any such breach, either Party or their successors or assigns may, in addition to other rights and remedies existing in their favor, apply to any court of law or equity of competent jurisdiction for specific performance or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof, in each case without the requirement of posting a bond or proving actual damages.

7. INSURANCE. The Physician shall maintain:

7.1 Commercial liability insurance from a reputable carrier with insurance limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate,

7.2 Cyber liability insurance covering liability arising out of or related to theft, dissemination, and/or use of Confidential Information, including Confidential Information stored and/or transmitted in electronic form, in amounts not less than \$5,000,000 per occurrence and \$5,000,000 annual aggregate.

7.3 Professional malpractice liability insurance from a reputable carrier with insurance limits of \$1,000,000 per occurrence and \$3,000,000 in the aggregate,

7.4 All other types of insurance which are commercially reasonable for the type of business operated by the Physician, with limitations appropriate for the size and scope of the Physician’s business.

8. INDEMNIFICATION

8.1 By BSD. BSD shall: (A) defend, or at its option settle, any claim by a third party (a “*Claim*”) brought against Physician to the extent it alleges that the Physician (or a Patient’s) authorized use of the Platform during the Term infringes any third-party’s U.S. patent, copyright, or trademark, or misappropriates a trade secret of any third party; and (B) pay any damages awarded in a final judgment (or amounts agreed in a monetary settlement) in any such Claim defended by BSD; provided that Physician provides BSD with (1) prompt written notice of, (2) sole control over the defense and settlement of, and (3) all information and assistance reasonably requested by BSD in connection with the defense or settlement of, any such Claim. If any Claim is brought or threatened, BSD may, at its sole option and expense: (a) procure for Physician the right to continue to use the Platform; (b) modify the Platform to make it non-infringing; (c) replace the affected aspect of the Platform with non-infringing technology having substantially similar capabilities; or (d) if none of the foregoing is commercially practicable, terminate the Agreement with notice to Physician and no further liability. However, BSD has no obligation to indemnify Physician to the extent any Claim arises in connection with: (i) any use of the Platform in combination with software, products or services not provided by BSD to the extent that the Platform would not be infringing but for such combination or modification; (ii) Physician’s failure to use the Platform in accordance with the Agreement; or (iii) for any claims related to Physician Data. THIS SECTION 8.1 STATES THE ENTIRE LIABILITY OF BSD, AND THE EXCLUSIVE REMEDY OF PHYSICIAN OR ANY OTHER AUTHORIZED USER OF THIS PLATFORM, WITH RESPECT TO ANY ACTUAL OR ALLEGED



INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY BSD OR THE BSD TECHNOLOGY.

8.2 By Physician. Physician agrees to defend, indemnify and hold BSD and its Affiliates harmless from any Claim by or on behalf of any third party (including Patients) that is brought against BSD to the extent the Claim: (A) arises for any reason whatsoever, out of Physician's use or operation of the Platform or use of any Service (other than a Claim for which BSD is required to indemnify Physician in accordance with Section 8.1); (B) results from Physician's or any of its Affiliates' gross negligence or willful misconduct; (C) results from any breach of a representation or warranty of Physician under the Agreement; (D) results from Physician's failure to meet its obligations under Section 2.6, (E) results from any service provided by the Physician to the Physician's clients, patients, or users, or (F) results from any violation of law by the Physician. To the extent applicable, Physician will obtain BSD's prior written consent to any settlement which is not exclusively a monetary settlement or any judgment in which Physician agrees to any finding of fault of BSD or defect in the Platform or which would otherwise affect BSD's rights. BSD will promptly notify Physician in writing of any claim subject to this indemnification, promptly provide Physician with the information reasonably required for the defense of the same, and grant to Physician exclusive control over its defense and settlement, provided that BSD's failure to promptly notify the Physician will in no way diminish BSD's right to indemnification hereunder except to the extent Physician is materially prejudiced by such failure. Physician shall defend or, at its option, settle, any Claim brought against BSD by a third party. Physician will pay all damages finally awarded against BSD (or the amount of any settlement entered into or approved in writing by Physician) with respect to any Claim. BSD shall provide Physician with: (1) prompt written notice of; (2) sole control over the defense and settlement of; and (3) all information and assistance reasonably requested by Physician in connection with the defense or settlement of, any such Claim.

9. DISCLAIMER; LIMITATION OF LIABILITY

9.1 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, BSD HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, ACCURACY OF RESULTS, SECURITY, OR OTHERWISE ARISING FROM A COURSE OF DEALING OR RELIANCE. BSD DOES NOT WARRANT THAT THE PLATFORM WILL BE ERROR-FREE, UNINTERRUPTED, OR COMPATIBLE WITH ANY PARTICULAR DEVICE, THAT ANY DATA PROVIDED BY OR THROUGH THE PLATFORM WILL BE ACCURATE, OR THAT ITS SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT THIRD PARTY ACCESS TO PHYSICIAN DATA OR PHYSICIAN'S DEVICES. BSD SPECIFICALLY DISCLAIMS ALL RESPONSIBILITY FOR ANY THIRD-PARTY SOFTWARE, PRODUCTS, OR SERVICES PROVIDED WITH THE PLATFORM AND THE AVAILABILITY OR PHYSICIAN'S USE OF ANY DATA OR INFORMATION STORED ON OR PROVIDED TO THE PLATFORM. BSD DOES NOT PROVIDE ANY MEDICAL ADVICE, LEGAL ADVICE, OR REPRESENTATIONS IN ANY WAY REGARDING ANY LEGAL OR MEDICAL ISSUES ASSOCIATED WITH GOODS, OR SERVICES OFFERED BY, OR ON BEHALF OF PHYSICIAN, INCLUDING BUT NOT LIMITED TO ANY COMPLIANCE OBLIGATIONS OR STEPS NECESSARY TO COMPLY WITH ANY STATE OR FEDERAL LAWS AND REGULATIONS. PHYSICIAN SHOULD SEEK LEGAL COUNSEL REGARDING ANY LEGAL AND COMPLIANCE ISSUES, AND SHOULD NOT RELY ON ANY MATERIALS OR CONTENT ASSOCIATED WITH THE SERVICES IN DETERMINING PHYSICIAN'S COMPLIANCE OBLIGATIONS UNDER LAW. PHYSICIAN AND BSD AGREE THAT BSD IS NOT PROVIDING, TO PHYSICIAN OR ANYONE ELSE, MEDICAL OR OTHER HEALTHCARE ADVICE OR LEGAL ADVICE. THE PLATFORM AND THE SERVICES ARE NOT MEANT TO SUBSTITUTE OR MODIFY ANY HEALTHCARE PRACTITIONER'S PROFESSIONAL JUDGMENT IN ANY WAY. ALL INFORMATION POSTED ON THE PLATFORM BY BSD IS, TO THE BEST OF BSD'S KNOWLEDGE, MATERIALLY

CORRECT AS OF THE TIME SUCH INFORMATION WAS POSTED ONTO THE PLATFORM. BSD WILL NOT BE HELD RESPONSIBLE FOR FAILING TO UPDATE, CORRECT, AMEND, SUPPLEMENT, OR REMOVE SUCH INFORMATION IF SUCH INFORMATION IS OR BECOMES INCORRECT OVER THE PASSAGE OF TIME OR THE CHANGING OF CIRCUMSTANCES.

9.2 Limitation of Liability. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, DATA, OR ECONOMIC ADVANTAGE, AND COSTS OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF OR RELATING TO THE AGREEMENT, HOWEVER CAUSED, AND BASED ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE OTHER PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR PHYSICIAN'S PAYMENT OBLIGATIONS, BSD'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID BY PHYSICIAN TO BSD HEREUNDER DURING THE 6-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED OR EXCLUSIVE REMEDY.

10. REPRESENTATIONS AND WARRANTIES.

10.1 General. Each party represents and warrants that as of the Effective Date: (A) it is an entity duly organized and validly existing under the laws of its state or jurisdiction of organization, and it has full corporate or limited liability company power and authority to enter into the Agreement and to carry out the provisions hereof; (B) entering into the Agreement by such party: (1) does not conflict with, or contravene or constitute any default under, any agreement, instrument or understanding, oral or written, to which it is a party; and (2) does not violate any judgment, injunction, order or decree of any governmental authority having jurisdiction over it.

10.2 No Debarment. Each party represents that neither it nor its employees have been convicted of a criminal offense related to health care, and neither such party nor its employees are currently listed by a federal or state agency as debarred, excluded or otherwise ineligible for participation in federally or state funded health care programs, and is not at the time of execution of the Agreement, proposed for debarment, exclusion, or other ineligibility for participation in federally or state funded health care programs. A party shall notify the other party promptly, in writing, of any change in this status during the Term. In such event regarding a BSD employee, BSD shall discontinue the use of the excluded employee within seven days of first learning of the exclusion, in which case such exclusion shall not entitle Physician to claim a breach of the Agreement.

10.3 Physician Representations. Physician represents that Physician has not been convicted of a felony or a crime of moral turpitude. Physician represents that all elements of its business operations are in compliance with all applicable laws. To the extent any of the foregoing representations are no longer true at any point during this Agreement, the Physician will promptly notify BSD.

11. **MARKETING.** Physician will be responsible for marketing the Physician's business in compliance with all applicable laws. Physician will comply with all applicable laws in the advertising of the Platform and its business, including but not limited to the use of patient testimonials and influencers. Physician is aware and agrees that, to the extent Physician or its Patients are relying on the "personal importation" exception as promulgated by the U.S. Food and Drug Administration (FDA), Physician will not commercialize any aspect of services relying on such exception. BSD may, at any time, require the Physician to provide all of its marketing materials to BSD for its review. To the extent that BSD determines any marketing efforts or materials are misleading, inaccurate, or otherwise inappropriate (in its sole discretion), the Physician will immediately cease dissemination of all such marketing efforts and materials



and pull all such flagged marketing materials from circulation promptly (or instruct third party marketing agents where applicable to do the same), but in no event more than 5 days after BSD's determination.

12. GENERAL PROVISIONS

12.1 Assignment. Neither party may assign the Agreement or any of its rights or obligations under the Agreement without the prior written consent of the other party, except that BSD may assign the Agreement without the consent of Physician as part of a corporate reorganization, or upon a change of control, consolidation, merger, sale of all or substantially all of its business or assets related to the Agreement, or a similar transaction or series of transactions. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

12.2 Force Majeure. Neither party will be liable for any failure or delay in its performance under the Agreement due to any cause beyond its reasonable control, including without limitation an act of war, terrorism, act of God, earthquake, flood, embargo, riot, sabotage, pandemic, labor shortage or dispute, governmental act or failure or degradation of the Internet. The delayed party shall give the other party notice of such cause and shall use its commercially reasonable efforts to correct such failure or delay in performance.

12.3 Modifications. BSD may modify these Terms from time to time with prior written notice to BSD customers.

12.4 Publicity. BSD may use Physician's Marks as a reference for marketing or promotional purposes on BSD's website and in other communication with existing or potential BSD customers, subject to any written trademark policies Physician may provide BSD in writing, with reasonable advance notice.

12.5 Referral of Patients; Government Investigations. The parties agree that no part of the Agreement should or may be construed to induce or encourage the referral of patients or the purchase of health care services or supplies except in compliance with applicable law. No payment under the Agreement is in exchange for the referral of patients, if any, or in exchange for purchasing, leasing or ordering services from Physician, BSD, or any Affiliate of either party. Physician will inform BSD, within seven business days, if Physician becomes aware that Physician is subject to a federal or state government audit or investigation.

12.6 Governing Law. The Agreement shall be governed by and construed under the laws of the State of Delaware without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Subject first to Section 12.7, if a lawsuit or court proceeding is permitted under the Agreement, the parties will be subject to the exclusive jurisdiction of the state and federal courts located in the State of California, and the parties hereby agree and consent to the exclusive jurisdiction and venue of such courts.

12.7 Arbitration. Prior to bringing any action, either through arbitration or otherwise, the Parties agree to submit to mediation in good faith in a form and forum as selected by BSD. If and only if, after a minimum of thirty (30) calendar days, such mediation is unsuccessful, then the parties agree to resolve all disputes arising under or in connection with the Agreement through binding arbitration. A party who intends to seek arbitration must first send a written notice of the dispute to the other party. The parties will use good faith efforts to resolve the dispute directly, but if the parties do not reach an agreement to do so within 30 days after the notice is received, either party may commence an arbitration proceeding. The arbitration will be conducted in accordance with the applicable rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English in the state of California. If the parties do not agree on an arbitrator, the arbitrator will be selected in accordance with the applicable rules of the AAA for the appointment of an arbitrator. The selection of an arbitrator under the rules of the AAA will be final and binding on the parties. The arbitrator must be independent of the parties. The arbitrator's decision will be final and binding on both parties, and the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The costs and expenses of the arbitration will be shared equally by both parties; however, if the arbitrator finds that either the substance



of the claim or the relief sought in arbitration is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all Fees will be governed by the AAA Rules. Notwithstanding the foregoing, this Section 12.7 will not prohibit either party from: (A) bringing an individual action in small claims court; (B) seeking injunctive or other equitable relief in a court of competent jurisdiction; (C) pursuing an enforcement action through the applicable federal, state, or local agency if that action is available; or (D) filing suit in a court of law to address an intellectual property infringement or misappropriation claim. If this Section 12.7 is found to be unenforceable, the parties agree that the exclusive jurisdiction and venue described in Section 12.6 will govern any action arising out of or related to the Agreement.

12.8 Miscellaneous. The Agreement is the sole agreement of the parties concerning the subject matter hereof, and supersedes all prior agreements and understandings with respect to said subject matter. Physician may not subcontract or delegate any rights or obligations granted to it under the Agreement to any third parties, including its consultants or contractors, without the prior written consent of BSD. Physician agrees that it is solely responsible for any liability arising out of its approved consultants' and contractors' authorized access and use of the BSD Technology. No terms of any acknowledgement, or other form provided by Physician will modify the Agreement, regardless of any failure by BSD to object to such terms. Any ambiguity in the Agreement shall be interpreted without regard to which party drafted the Agreement. There are no third party beneficiaries to the Agreement. The Terms may be modified by BSD from time to time without required notice to any Physician other than posting such revised terms on this website. Any required notice shall be given in writing by customary means with receipt confirmed at the address of each party, or to such other address as either party may substitute by written notice to the other. Notices will be deemed to have been given at the time of actual delivery in person, one day after delivery to an overnight courier service, or three days after deposit in certified mail. The relationship between the parties shall be that of independent contractors. BSD may use subcontractors or otherwise delegate aspects of its performance under the Agreement; provided that BSD is responsible hereunder for any such subcontractor's performance. Waiver of any term of the Agreement or forbearance to enforce any term by either party shall not constitute a waiver as to any subsequent breach or failure of the same term or a waiver of any other term of the Agreement. Any provision found to be unlawful, unenforceable or void shall be severed from the remainder of the Agreement and the remainder of the Agreement will continue in full force and effect without said provision. The parties agree to comply with all applicable export control laws and regulations related to their performance of the Agreement.

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