

MOBILE-MED WORK HEALTH SOLUTIONS, INC.
TERMS AND CONDITIONS

By accepting a purchase order / Order Confirmation / Quote from Mobile-Med Work Health Solutions, Inc., the party accepting the order is entering into the following Terms and Conditions, by and between the party accepting the order ("Client") and Mobile-Med Work Health Solutions, Inc.

THIS AGREEMENT, by and between the Mobile-Med Work Health Solutions, Inc., hereinafter referred to as the "Contractor" and Client, with the Contractor and Client referred to collectively as "Parties", is entered into as of the date set forth below, with the Contractor and Client agreeing as follows:

1. Services: Contractor agrees to furnish to the Client the following services or products:

See approved Purchase Order.

Contractor represents that it possesses the skills and knowledge necessary to provide all such services. Client acknowledges that the Order Confirmation or Statement of Work is an integral part of this Agreement and may not be modified except in accordance with a modification to the terms of this Agreement. Contractor has no responsibility for Client's use of any products except to the extent that Contractor provides services relating thereto, and then only in accordance with the terms of this Agreement.

2. Term: Services will be provided as needed and directed by the Client beginning on the date of execution of this Agreement and continuing, until terminated. Either party may terminate this Agreement upon the provision of thirty (30) days written notice, pursuant to the notice provisions contained herein. Upon termination the Contractor shall be compensated for all work performed for the Client prior to the effective date of termination. In the case of one-time orders or single purchase orders, the term of the agreement shall be in effect until payment is made and delivery is completed (although provisions relating to indemnification, insurance and dispute resolution shall remain in full force and effect for a period of not less than ten years and shall survive termination of the Agreement).
3. Compensation: Contractor shall receive as compensation for all work and services to be performed herein, an amount based on the Purchase Order. In the event that Client seeks additional services, additional Purchase Orders may be executed.
 - a. Invoices: Contractor shall provide a standard level of detail on Invoices. Exhibit A attached hereto shall provide Client with the level of detail that will be included. Any additional detail or customized reporting requested by Client shall be considered on a case-by-case basis. Requests for non-standard detail or customized reporting may incur a fee for preparation.
 - b. Payment Due: Unless otherwise agreed by Contractor, all payments are due net thirty (30) days from the date of invoice.
 - c. Fee Schedules: Contractor may adopt revisions to the fee schedule on a not more frequent than annual basis and shall provide Client with not less than ninety (90) days written notice of such revisions. Charges for third party services (e.g., diagnostic laboratory testing or test kits and materials) may vary from time to time based upon Contractor's supplier pricing; pricing for such services shall be agreed upon at the time of provision of service. All items that are passed through to Client "at cost" for reimbursement will be cost plus 10%. This includes but is not limited to travel, supplies, consumables, etc.
 - d. Automatic Escalator: Notwithstanding the fee revisions outlined in the Fee Schedules paragraph above, fees included herein which are established under the terms of the

underlying Quote / Order Confirmation / Statement of Work (e.g., staffing fees, software licensure fees, etc.) shall be subject to a fee escalator equal to the greater of 5% or the greatest positive change (if any) in the CPI-U during the preceding year for the San Francisco Bay Area as determined by the Bureau of Labor Statistics. The escalator shall not apply during the first year of this Agreement but shall apply to subsequent years and any renewals.

4. Ownership of Records and Documents / Confidential Information:

- a. Records Generally: Each of the Parties shall be responsible for and shall retain ownership of its own intellectual property and documentation. Contractor shall retain any copyrights or other intellectual property rights for the documentation and procedures generated for Client, and such documents shall be treated as instruments of service for Client, to be used solely in conjunction with the provision of Contractor's services hereunder. Contractor's documentation shall not be reused or further employed without Contractor's express written consent. Drawings, specifications, and other documents ("Materials"), including those in electronic form, prepared by Contractor shall be owned by Contractor. Contractor shall retain all common law, statutory and other reserved rights, including copyrights.
- b. Medical Records: In the course of providing services to Client, Contractor may generate records that constitute medical records subject to applicable federal and state laws. These records will generally fall into two classifications. Employee Medical Records (EMR) are occupational health records that Contractor may disclose to Client, but which Client is required to keep in separate, confidential medical files in accordance with the Americans with Disabilities Act (ADA). Protected Health Information records (PHI) are medical records generated by Contractor as a healthcare provider under the Health Insurance Portability and Accountability Act (HIPAA), which are not EMR, and which are not disclosable to Client except with the written consent of the person(s) identified in the PHI. The Parties shall cooperate in the sharing of records in accordance with applicable laws, but Contractor shall not be obligated to make any disclosures to Client that would violate applicable laws. Contractor's provision of any service that requires individual consent to the performance of the service or the generation or sharing of PHI shall be subject to the provision of consent by the third-party who is the subject of the services, and Contractor shall not be in breach of its obligations if it reasonably attempts to provide such services and the third-party refuses to consent.
- c. Confidential Information: Each of the Parties hereby acknowledges that in the course of performing its obligations hereunder, the other may disclose to it certain information and know-how of a technical, financial, operational or other sort that is nonpublic and otherwise confidential or proprietary to the disclosing party. Each Party acknowledges that any such proprietary or confidential information disclosed to it is of considerable commercial value and that the disclosing party would likely be economically or otherwise disadvantaged or harmed by the direct or indirect use or disclosure thereof, except as specifically authorized by the disclosing Party. Each Party therefore agrees to keep in strict confidence all such information that may from time to time be disclosed to it and agrees not to use such information except as expressly permitted hereby or to disclose such information to any third party for any purpose without the prior consent of the other. The provisions of this section shall not apply to any information if and to the extent it was (i) independently developed by the receiving party as evidenced by documentation in such party's possession, (ii) lawfully received by it free of restrictions from another source having the right to furnish the same, (iii) generally known or available to the public without breach of this Agreement by the receiving party or (iv) known to the receiving party free of restriction at the time of such disclosure. The Parties agree that immediately upon termination of this Agreement, without regard to the reason for such termination,

the parties shall forthwith return to one another all written materials and computer software that are the property of the other party.

5. Governing Law:
 - a. Choice of Law: This contract shall be governed and construed in accordance with the laws of the State of California.
 - b. Venue: Any dispute relating to or arising out of this Agreement, or the services rendered hereunder, shall have its jurisdiction and venue exclusively fixed in the State or Federal Court geographically nearest to Folsom, California, except as provided in Section (5)(c) below.
 - c. Mandatory Mediation and Arbitration: If a dispute arises out of or relates to this Agreement, and if the dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute first by informal negotiation, and then by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. Any controversy or claim arising out of or relating to this Agreement that is not resolved in mediation shall be settled by individual arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules and Mediation Procedures and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The Parties waive the right to pursue any class action litigation or litigation in any other venue or forum.
6. Independent Contractor: The Parties acknowledges that neither Contractor nor its personnel shall be acting as an employee or official representative of the Client, and Contractor shall act solely as an independent contractor. Contractor shall have sole control over the manner and means of providing the work and services performed under this Agreement. The parties agree that the Contractor is exclusively responsible for the determination of what work is required to complete the tasks outlined in Exhibit A, and for the means and methods of completing such work. The Client's compensation to Contractor shall be limited to that described in Exhibit B, and the Client shall not reimburse any expenses, provide any benefits, withhold any employment taxes or otherwise have a financial relationship with Contractor other than payment of the stated compensation. The Contractor shall be solely responsible for withholding of taxes, providing employee benefits, or otherwise complying with applicable laws relating to its employees or contractors. Except as otherwise provided below, the amounts to be paid by Client to Contractor do not include taxes. Client is not liable for any taxes Contractor is legally obligated to pay, including net income or gross receipts taxes, franchise taxes, and property taxes. Client will pay Contractor sales, use, or value added taxes it owes due to the Agreement that the law requires Contractor to collect from Client. If Client provides Contractor a valid exemption certificate, Contractor will not collect the taxes covered by such certificate. In the event that the Parties determine, in their mutual discretion, that it is economically advantageous for the Client to provide certain supplies or tools for use by Contractor in lieu of paying Contractor to provide the same, the Parties agree that Contractor shall then utilize the Client's equipment or supplies according to its own determination of their best and appropriate use.
7. Compliance with Applicable Laws and Certifications: The Parties agree and acknowledge that they shall each comply with all applicable laws and regulations and provide each other with all certifications as may be required by law.
8. Indemnification: Each of the Parties agrees that it shall indemnify, defend and hold harmless the other from any claims or damages arising or allegedly arising out of the negligent, intentional or willful and wanton misconduct of the other, to the extent that such conduct caused or allegedly caused or generated the claim for damages. Contractor's liability to Client shall not the aggregate amount billed to Client under the Purchase Order. In the event that this limitation is in any way

legally unenforceable, Client agrees that Contractor's liability to Client shall not exceed the aggregate amount of insurance coverage actually available to Contractor and which is applicable to Client's claim(s) or damage(s), less any applicable deductible or retention. Such causes include, but are not limited to, Contractor's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law. Client accepts this limit on liability, in acknowledgment of the disproportionate risks that Contractor would otherwise have to assume in order to provide the services/products to Client and accepts this limit as a limitation on all obligations to indemnify, defend and hold harmless, as well as a limitation on any obligation to Client. In no event shall either party be liable for consequential, incidental, or punitive losses, damages or expenses (including lost profits or savings) even if the party has been advised in advance of their possible existence. Client specifically indemnifies, holds harmless and releases Contractor for claims arising out of any third-party actions (such as testing of medical test kits or use of supplies provided by Contractor), without regard to whether Contractor facilitated such third-party services. No third party shall be deemed to be a subcontractor or agent of Contractor. In circumstances where Contractor is being utilized to provide supplies to Client that require administration by a licensed healthcare professional, should Client not utilize Contractor to administer such supplies, Client agrees to fully indemnify, defend, and hold harmless Contractor from any claims of any nature arising out of or relating to the use or administration of the supplies.

9. **Prepurchases:** If this Agreement involves the prepurchase of any testing supplies, medications, or consumables, all such supplies must be utilized prior to the applicable expiration date or shall be disposed of at the expiration date. Client is responsible for the charges associated with prepurchased supplies, even if they expire and are not utilized.
10. **Site Closures:** In the event a site where Contractor is providing services to Client experiences a closure for any reason including but not limited to respites, holiday breaks, etc., Contractor shall continue to invoice for services as outlined within this Agreement, unless otherwise agreed by the Parties in writing.
11. **Additional Terms or Modification:** No additional terms are included as a part of this Agreement. All prior understandings and agreements between the parties are merged into this Agreement, and this Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties. The Parties may negotiate appropriate adjustments acceptable to both parties to accommodate any changes in scope of service requested by either of the Parties.
12. **Notices:** Any notice to be given or served hereunder or under any document or instrument executed pursuant hereto shall be in writing and shall be (i) delivered personally, with a receipt requested therefore; or (ii) sent by a recognized overnight courier service; or (iii) delivered by United States registered or certified mail, return receipt requested, postage prepaid. The Parties may also agree to accept notice by electronic mail (by mutual consent evidenced in the transmission), from time to time. All notices shall be addressed to the Parties at their respective addresses set forth below. A Party may change its address for receipt of notices by service of a notice of such change in accordance herewith.

If to the Client:

At Client's address stated on Purchase Order.

If to the Contractor:

Mobile-Med Work Health Solutions, Inc.
Attn: Letitia Heshmat, CEO
2101 Forest Ave, #220A
San Jose, CA 95128
letitia@workhealthsolutions.com

Either of the parties may designate in writing from time to time substitute addresses or persons in connection with required notices.

13. Warranties: Each of the Parties represents and warrants that: (a) it has full right and authority to enter into and perform under, and grant the rights in, the Agreement; and, (b) its performance under the Agreement will not conflict with any other agreement or obligation between it and any third party. Contractor agrees that its services will be performed in a timely, professional, and workmanlike manner and with a degree of quality equal to or higher than applicable industry standards for similar services, shall conform in all material respects with the descriptions provided to or relied on by Client and any other requirements set forth in the Agreement and the applicable description of work, and its performance under the Agreement shall be in compliance with all applicable Laws.
 - a. **EXCEPT FOR THE WARRANTIES SET FORTH IN THE AGREEMENT, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY.**
 - b. The services provided by Contractor hereunder are based upon Centers for Disease Control standards and generally accepted standards of medical practice, as well as industry best practices. However, Contractor's services under this Agreement are limited to the conduct of the services described in Exhibit A. Contractor's services are not a guarantee of health, and Contractor shall have no liability for the diagnosis (or failure to diagnose) COVID-19 or any other communicable illness under this Statement of Work or the Agreement to which it is attached, nor for any resulting illnesses, deaths, claims, damages, or loss of productivity or work.
14. Survival and Waiver: The provisions of the Agreement which by their terms require performance after the termination or expiration of the Agreement or have application to events that may occur after the termination or expiration of the Agreement, will survive such termination or expiration. All indemnity obligations and indemnification procedures will survive the termination or expiration of the Agreement. The failure of either party at any time to require performance by the other party of any provision of the Agreement shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of the Agreement constitute a waiver of any succeeding breach of the same or any other provision.
15. Limitation on Services: The services provided by Contractor may from time to time include services rendered by persons who have professional licensure or medical licensure. Unless otherwise expressly agreed in writing by Contractor, such services shall not involve the provision of professional services, advice, or recommendations (including but not limited to medical advice, legal advice, or other professional advice). Client is advised to seek independent professional advice. Any information provided by Contractor is provided solely for explanatory purposes or as supplemental information accompanying products and requires verification by professionals licensed in Client's jurisdiction.

16. Force Majeure: Any delay or failure of either party to perform its obligations shall be excused if Contractor is unable to produce, sell or deliver the goods or services covered by the Agreement, (a) as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence and (b) provided the event or occurrence cannot be circumvented through the use of commercially reasonable alternative sources or workaround plans, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, pandemics, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter).

Agreed to this as of the date of the Purchase Order/Order Confirmation/Quote.

Exhibit A

Standard Billing Detail

Contractor's invoices to Client shall provide a standard level of billing detail, as described below:

1. For Supplies that are billed at Cost, receipts will be provided.
2. On-site staff time logs (limited to non-salaried staff) can be provided via a payroll report (in pdf or Excel* format). In the event there are multiple sites for Client, each site will be assigned a unique department number, whenever possible.
3. For Testing – daily volume information will be provided in an Excel* format.
4. Listing of active sites – information will be provided in a report from our Operations division in Excel* format.

* Excel sheets will be provided in the original exported data format from our system(s), with no specific data filtering enabled.

Standard detail will not include any individual patient information, including but not limited to: (i) patient name; (ii) patient date of birth; or (iii) patient's employee numbers or other identifiers.

Requests for customized reporting outside of the above parameters will be reviewed on a case-by-case basis. Upon approval of customized reporting, preparation of said reporting shall be billable on a time and materials basis at \$150/hour ("Custom Reporting Fee").