MARK CUBAN CostPlusWellness

PROVIDER SERVICES AGREEMENT

THIS PROVIDER SERVICES AGREEMENT ("**Agreement**"), effective as of July 1, 2026 (the "**Effective Date**"), is made and entered into by and between _____ ("**Plan Sponsor**") and MobileMedix Plus, LLC and its affiliated providers and facilities as listed on Attachment A (individually and collectively referred to herein as "**Provider**").

WHEREAS, Plan Sponsor sponsors a self-funded health benefit plan regulated by ERISA, as defined below ("**Plan**"), for its employees and their dependents who are eligible for and enrolled in the Plan ("**Participants**");

WHEREAS, Provider consists of one or more licensed health care providers; and

WHEREAS, each party wishes to enter into this Agreement to facilitate the delivery of Covered Services (as defined below) by Provider to Participants.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 Clean Claim means an industry-standard claim form that has been completed without any defect, error, or other impropriety or circumstance that may prevent timely processing.

1.2 Covered Services means those health care items and services for which the Plan is financially responsible. An item or service is only a Covered Service if it is medically necessary, as defined by the Plan.

1.3 ERISA means the Employee Retirement Income Security Act of 1974, as amended.

SECTION 2. DUTIES OF PROVIDER

2.1 Provider Services. Provider shall furnish Covered Services to Participants pursuant to the terms and conditions set forth in this Agreement, including Attachment A. Provider shall verify the eligibility of Participant(s) prior to furnishing Covered Services, in accordance with Section 3.1. Provider shall bind its employees, health care providers, directors, officers, representatives, contractors, and agents ("**Personnel**") to the applicable requirements of this Agreement. Provider retains full authority to control its business operations, locations, equipment, Personnel, and scope of services, provided that it also satisfies its obligations under this Agreement.

2.2 Standards. Provider shall furnish Covered Services in accordance with applicable law, ethical guidelines, and standards of care. Provider shall not differentiate or discriminate in the treatment of any Participant because of (i) the person's status as a Participant; or (ii) any protected classification, including but not limited to race, national origin, sex, gender, sexual orientation, and disability. For the benefit of Participants, Provider shall make

commercially reasonable efforts to refer Participants to other in-network providers of Plan. Provider shall ensure after-hours coverage for Participants in a manner that is appropriate to Provider's specialty. Provider shall participate in any quality improvement, case management, or similar programs offered by Plan Sponsor for the benefit of Participants.

2.3 Credentialing. Provider and its Personnel shall maintain all necessary licenses, accreditations, certifications and/or training required by law and the Plan in order to furnish Covered Services. Provider shall (i) provide Plan Sponsor or its designee with evidence of such qualifications prior to the Effective Date and upon request; and (ii) immediately notify Plan Sponsor of any change to such information or the occurrence of any event identified in Section 5.2(b) as to Provider, any Personnel, or a practice location. Personnel who are subject to credentialing must have their credentials verified by Provider prior to furnishing Covered Services under this Agreement.

2.4 Participating Locations and Providers. Provider shall render Covered Services to Participants at the service locations and through the individual health care providers, if applicable, listed on Attachment A. Provider shall notify Plan Sponsor or its designee promptly of any changes in its providers, services, and/or service locations.

2.5 Records. Provider shall maintain medical records and documents relating to Participants as required by applicable law and for the period of time required by law. Medical records of Provider and any other records containing individually identifiable information relating to Participants shall be regarded as confidential, and Provider and Plan Sponsor shall comply with applicable federal and state law regarding such records. Subject to Section 6.1, Provider shall provide Plan Sponsor and government agencies with access to and/or copies of any records related to Participants or this Agreement at no additional charge as reasonably necessary or as required by law.

2.6 Data. The parties shall cooperate in exchanging such data as may be necessary to fulfill the purposes of this Agreement, subject to Section 6.1.

SECTION 3. DUTIES OF PLAN SPONSOR

3.1 Participant Identification; Benefits. Plan Sponsor or its designee shall provide a readily-accessible means for verification of Participants' eligibility and benefits.

3.2 Cost Share. For Covered Services rendered by Provider under this Agreement, Plan Sponsor shall either (i) ensure that the Plan does not require any cost share amounts from Participants; or (ii) collect any such cost share amounts directly from Participant.

3.3 Policies and Procedures. Plan Sponsor reserves the right to adopt and amend policies and procedures for administration of the Plan and this Agreement. Plan Sponsor shall make any such policies and procedures available to Provider, and, to the extent such policies and procedures are not in conflict with this Agreement, Provider agrees to comply with the same. Notwithstanding the foregoing, any policies, procedures or rules which materially increase the administrative procedures which Provider must follow or otherwise impose an additional material administrative burden on Provider shall require the prior written agreement of Provider. In the event of a conflict between this Agreement and the Plan Sponsor's policies and procedures, this Agreement shall prevail.

3.4 Plan Document. Plan Sponsor retains sole responsibility for ensuring that (i) its Plan(s) and its operations comply with ERISA and any other applicable law; and (ii) its Plan document(s) are consistent with the requirements of this Agreement, such that the terms and conditions of this Agreement may be given full force and effect without violating the Plan document(s). Plan Sponsor is also solely responsible for ensuring that its designee(s), including but not limited to any third party administrator, comply with the terms of this Agreement.

SECTION 4. PAYMENTS

4.1 Payments. Provider agrees to accept the applicable rate set forth in Attachment B as payment in full for Covered Services furnished to Participant. Provider shall submit claims to Plan Sponsor's third party administrator, as directed by Plan Sponsor, or as otherwise set forth in Attachment B. Provider shall use the claim and coding guidelines published by the Centers for Medicare & Medicaid Services ("**CMS**"). Without limiting the generality of the foregoing, Provider shall make best efforts to follow the then-current coding guidelines published by CMS's National Correct Coding Initiative. Provider shall submit claims within one hundred eighty (180) days of the date of service, the date of discharge, or the date of adjudication by the primary payor, as applicable. Provider shall make best efforts to submit claims electronically. Provider shall not seek reimbursement from Participant(s) for Covered Services, except as may be described in Attachment B. Plan Sponsor shall pay, or arrange for payment of, any undisputed amounts to Provider within thirty (30) calendar days of receipt of a Clean Claim.

4.2 Non-Covered Services. Provider may bill Participant for any item or service that is not considered a Covered Service by the Plan, provided that (i) Provider has informed Participant in advance that the specified item or service is not a Covered Service; and (ii) Participant has agreed in writing to receive, and be financially responsible for, that particular item or service prior to it being provided.

4.3 Coordination of Benefits. Provider shall follow coordination of benefits rules as directed by Plan Sponsor. Where Plan is the secondary payor, Provider shall bill and collect from the primary payor before submitting a claim under Section 4.1.

4.4 Overpayments; Underpayments. Plan Sponsor will not engage in routine prepayment utilization management activities for Covered Services rendered by Provider under this Agreement. Nevertheless, in the event Plan Sponsor reasonably determines that it has made payment for item(s) and/or service(s) that are not Covered Services, or that were provided to a patient who was not a Participant on the date of service, or where there is a finding of fraud, waste or abuse by Provider, in Plan Sponsor's sole discretion, (i) Plan Sponsor may recoup such payment upon notice to Provider; and/or (ii) Provider shall refund such overpayment within thirty (30) days of demand from Plan Sponsor, provided Plan Sponsor notified Provider of such overpayment within one year of Plan Sponsor's initial payment date. In the event Plan Sponsor reasonably determines it has underpaid Provider, Plan Sponsor shall pay the difference between the amount paid and the correct payment rate as specified in Attachment B within thirty (30) days of Plan Sponsor's discovery of such underpayment, provided such underpayment was discovered within one year of Plan Sponsor's initial payment date. Notwithstanding the foregoing, the parties shall not use any extrapolation calculation method to calculate any overpayments or underpayments.

Disagreements about such overpayments or underpayments shall be subject to the dispute resolution procedures set forth in Section 6.7.

SECTION 5. TERM AND TERMINATION

5.1 Term. This Agreement shall commence as of the Effective Date and shall remain in full force and effect until the end of the then-current calendar year, unless earlier terminated as provided in Section 5.2. Thereafter, the Agreement shall automatically renew for additional one (1) year terms, unless either party provides notice of non-renewal at least ninety (90) days prior to the end of the then-current contract year.

5.2 Termination.

a. Either party may terminate this Agreement for cause due to a material breach by the other party by giving thirty (30) days' prior written notice. The notice of termination for cause shall not be effective if the breaching party cures the breach to the reasonable satisfaction of the non-breaching party within such notice period.

b. Plan Sponsor may terminate this Agreement, or remove Personnel or practice locations from Attachment A, immediately by written notice in the event Provider, any Personnel, or a practice location, as applicable, (i) fails to maintain licensure or accreditation; (ii) fails to maintain insurance as required by this Agreement; (iii) is convicted of a crime; (iv) is excluded from a federal health care program; (v) is found liable for malpractice; (vi) is insolvent; (vii) engages in fraud, waste or abuse; (viii) acts, or fails to act, in a manner that places Plan, Plan Sponsor or a Participant at material risk.

c. Either Party may terminate this Agreement without cause upon ninety (90) days' prior written notice to the other Party.

d. Any obligation arising prior to the date of termination, and any provision that by its nature is intended to survive, shall survive termination. Further, this Agreement shall continue to apply to Covered Services for Participants who are existing patients of Provider on the date of termination for the greatest of the following periods: (i) for up to ninety (90) days following termination to the extent necessary to allow Participants to transition to other health care providers; (ii) until the date of discharge, for any Participant with inpatient status as of the date of termination; (iii) the period of time specified by continuity of care requirements under applicable law; or (iv) through the end of the calendar year during which the termination takes effect.

SECTION 6. GENERAL PROVISIONS

6.1 HIPAA, Confidentiality, Non-Disclosure.

a. Provider and Plan Sponsor shall comply with all applicable laws and regulations regarding maintenance and disclosure of Participants' medical records and other individually identifiable health information. In particular, the parties shall comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the applicable rules and regulations promulgated thereunder, all as amended from time to time (collectively, "**HIPAA**").

b. Each party shall keep strictly confidential any and all proprietary information of the other party that may be given or disclosed, or that may be learned directly or indirectly, pursuant to this Agreement. In addition, neither party shall use such confidential information for its own benefit (other than to implement this Agreement) or disclose such confidential information to any other person or entity (except those professional advisors who are bound to confidentiality) without the express prior written consent of the other party or as required by law. Notwithstanding the foregoing, this Agreement and its attachments shall not be considered confidential information hereunder.

c. This Section 6.1 shall survive the termination of this Agreement.

6.2 Patient Choice/Discussion of Treatment Options. The parties acknowledge and agree that nothing in this Agreement shall be construed to (i) interfere with a Participant's freedom of choice to receive medical services from Provider or any other health care provider; or (ii) prohibit, impede, or interfere in discussions between Participants and health care providers regarding medical treatment options.

6.3 Professional Judgment. Plan Sponsor shall not exercise control or direction over the manner or method by which Provider renders Covered Services under this Agreement and shall not interfere with the professional medical judgment of any health care provider. Accordingly, Provider shall indemnify and hold harmless Plan Sponsor and its agents for any and all damages arising from the acts or omissions of Provider or its Personnel under this Section 6.3. Provider shall notify Plan Sponsor or its designee immediately upon receipt of a grievance or complaint from a Participant.

6.4 Independent Contractors. Each party acts as an independent contractor to the other party. Neither party has express or implied authority to assume or create any obligation on behalf of the other. Neither party's employees, agents, or representatives have any right to the employee benefits offered by the other party solely by virtue of this Agreement.

6.5 Insurance. Provider represents and warrants that it has and shall maintain professional, general liability, cyber security and other applicable industry-standard insurance coverage against claims arising out of Provider's or its Personnel's acts or omissions hereunder, at minimum amounts standard for a similarly-situated provider in Provider's industry or specialty.

6.6 Audits. Plan Sponsor have the right to conduct reasonable audits, including a review of the coding applied to a Participant's medical record. Audits may not be conducted on a pre-payment basis.

6.7 Dispute Resolution. In the event that a dispute arises between the parties regarding the performance or interpretation of this Agreement, the parties agree that they shall first meet and attempt in good faith to resolve the dispute prior to the initiation of any other legal action. Such informal dispute resolution process may include mediation, upon the mutual agreement of the parties. If such efforts fail to produce a mutually acceptable resolution of the dispute, either party may initiate binding arbitration in Florida in accordance with the rules of the American Health Law Association. Further, each Plan Sponsor may participate in dispute resolution individually if no other Plan Sponsor is affected by the dispute.

6.8 Modification for Change in Law. To the extent that any law, rule, regulation or standard of any authority having jurisdiction over a party to this Agreement or the subject matter of this Agreement (including an applicable accrediting agency) shall raise question as to the legality, enforceability, or appropriateness of this Agreement or any provision hereof, the parties agree to negotiate promptly regarding any modification needed to bring this Agreement into compliance with such applicable law, rule, regulation or standard. Should the parties be unable to agree upon such modification within a period of thirty (30) days from the date either party gave notice of the issue to the other party, or within such shorter period of time necessary to avoid illegality, this Agreement may be terminated by either party upon notice to the other party.

6.9 Entirety and Modification. This Agreement, together with the exhibits which are hereby incorporated by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and as of the Effective Date, shall supersede any previous agreements or understandings, written or oral, between the parties. If Plan Sponsor has access to Provider's services under another agreement, e.g., a wrap network participation agreement, this Agreement shall prevail. Except as otherwise set forth herein, all modifications of the Agreement shall be in writing and signed by both parties.

6.10 Assignment; Subcontracting. Except as otherwise permitted herein, neither party shall have the right to assign, delegate, or otherwise transfer any or all of its rights and/or obligations under this Agreement to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided that Plan Sponsor may assign to an affiliate or successor-in-interest. Provider may not subcontract with third parties to furnish Covered Services under this Agreement, unless otherwise authorized in writing by Plan Sponsor or its designee.

6.11 Compliance with Laws. Each party will conduct itself in full compliance with applicable federal, state and local law. This Agreement has been negotiated in an arms-length transaction and (i) does not require or guarantee any minimum level of Covered Services to be provided hereunder; and (ii) does not take into account any referrals or other business that may exist between the parties.

6.12 Use of Name and Other Information. Provider agrees that Plan Sponsor may include information about Provider on a publicly available website and in literature distributed to existing or potential Participants.

6.13 Notices. Any notice required under this Agreement must be in writing and either hand delivered or sent by United States mail postage prepaid or overnight courier to the applicable party at the address listed on the signature page. Either party may change its address for notices by giving written notice of the change to the other party in the same manner. Notwithstanding the foregoing, Plan Sponsor or its designee may send routine communications regarding this Agreement and/or the Plan to Provider via electronic means.

6.14 Waiver of Breach; Severability. If either party waives a breach of any provision of this Agreement, it shall not operate as a waiver of any subsequent breach. If any portion of this Agreement is deemed unenforceable for any reason, it shall not affect the enforceability of any remaining portions.

6.15 Multiple Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed, collectively, one Agreement for each Plan Sponsor.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as set forth below.

PLAN SPONSOR:
[EMPLOYER ENTITY]

Signature:

Name:
Title:
Date:

Notice Address:

Attn:
Email:

PROVIDER:
MobileMedix Plus, LLC

Signature:

Name: Kenneth Peach
Title: Partner
Date: June 10, 2026

Notice Address:

MobileMedix Plus, LLC
P.O. Box 1183
Windermere, FL 34786

Attn: Ken Peach
Email: kpeach@MobileMedix.info

ATTACHMENT A

Covered Services and Participating Locations

The parties anticipate that Provider will furnish Covered Services at the following locations:

Locations

Florida – Orange, Brevard, Osceola, Seminole, Lake, Volusia, Sumter counties with additional counties when requested

Covered Services

1. Care delivered at the employee's home by a paramedic:
    a. Primary care and annual wellness visits (extend care from a physician / nurse practitioner or support a virtual care appointment).
    b. Chronic care management, condition monitoring, and self-care education.
    c. Pre- and post-surgery visits to prepare the employee for surgery and monitor for post-surgery complications for 30 days.
    d. Hospital-to-home transition monitoring to reduce the likelihood of readmission to the hospital for 30 days.
    e. Care management and referral to local community-based organizations for social needs (assess home safety, food security, caregiver availability, financial security)
2. Care delivered to employees at the worksite or workplace by a paramedic:
    a. Staff quarterly worksite or workplace health screenings including vital signs, blood pressure, and body mass indexwith optional lab services charged at cost).
    b. Free monthly health education article for posting on employer bulletin boards or in employer newsletters.

If applicable, Provider will furnish a roster of its individual health care providers prior to execution of this Agreement and at any time upon Plan Sponsor's request.

ATTACHMENT B

Reimbursement Rates

Plan Sponsor shall pay Provider for Covered Services at the lesser of billed charges or 50% of the then-current Medicare fee schedule applicable to the Covered Service.

For Covered Services reimbursed under the Medicare Physician Fee Schedule, the Orlando (FL) Locality, Non-Facility Price inclusive of Multiple Procedure Payment Reduction (MPPR), bilateral adjustments, and assistant surgery adjustments shall apply. For Covered Services reimbursed under the Medicare Ambulatory Surgery Center (ASC) Payment System, the national payment rate inclusive of Multiple Procedure Discounting and Payment Indicators shall apply. For Covered Services reimbursed under the Medicare Clinical Laboratory Fee Schedule, the national payment rate shall apply.

Subject to the terms of the Plan, Plan Sponsor shall use best efforts to adjudicate claims in accordance with CMS's Medicare payment guidelines, including but not limited to the then-current reimbursement rules applied under the various Medicare fee schedules and payment systems, as applicable.

Notwithstanding the foregoing, Plan Sponsor shall not pay any supplemental or add-on payments that Medicare may otherwise pay to Provider under Medicare programs, including but not limited to any quality or value-based program payments, graduate medical education payments and/or bad debt reconciliations.

For any item or service that does not have an established rate on a Medicare fee schedule, Plan Sponsor shall pay Provider at the lesser of billed charges or amount indicated in the Backstop Fee Schedule below. If the item or service is not listed on a Medicare fee schedule or below, Plan Sponsor shall not pay Provider for such item or service.

Backstop Fee Schedule

Invoiced service	$59.00 for each (or any part of) an hour on-site.

The parties acknowledge and agree that Provider shall not collect any coinsurance or other payment from any Participant for Covered Services furnished under this Agreement, except as otherwise directed by Plan Sponsor.

At its discretion, Plan Sponsor may offer Provider an option to request payment prior to or immediately following the provision of a Covered Service ("Date of Service Payment"). In such case, Provider must still submit a claim for the Covered Service in accordance with Section 4.1 of the Agreement.