DIRECT PRIMARY CARE (DPC) NETWORK

EMPLOYER PARTICIPATION AGREEMENT

Mending Technologies, Inc.

This Direct Primary Care National Network Employer Participation Agreement ("Agreement") is entered into as of _____ ("Effective Date") by and between Mending Technologies, Inc., a Delaware corporation ("Mending"), and _____ ("Employer"). Mending and Employer are the "Parties."

This Agreement is written for an eligible self-funded employer that wants to buy access to Mending's national Direct Primary Care network, transparent DPC membership pricing, program reporting, and optional TPA claim or encounter feeds.

RECITALS

(A) Mending contracts with independent Direct Primary Care (DPC) providers and practices to make primary care services available through a national DPC network.

(B) Employer sponsors a self-funded ERISA group health plan with at least fifty (50) employees and wants to make the DPC Network available to eligible employees, dependents, and other covered participants.

(C) Mending can support network access, activation, provider payment administration, clinical and encounter-level data, reporting, and optional HIPAA-standard 837 claim or encounter files to Employer's TPA or other designated plan vendor.

The Parties therefore agree as follows:

I. DEFINED TERMS

1.1 Activated Member. A Participant whose DPC membership has been activated for billing and program purposes. Activation requires both: (a) the Participant joins or is accepted by a Participating DPC Provider; and (b) the Participating DPC Provider documents at least one clinical encounter for that Participant during the applicable month. Registration, account creation, provider selection, or roster eligibility alone does not activate a DPC membership.

1.2 Adult; Child. An "Adult" is age 19 or older. A "Child" is age 0 through 18. Age is determined as of the first day of the month for which the applicable PMPM fee is billed, unless the Order Form states otherwise.

1.3 Authorized Recipient. A person or vendor designated by Employer or the Plan to receive Program Data for plan administration, reporting, payment, care coordination, or TPA workflows, including the Plan, TPA, broker, consultant, data warehouse, stop-loss carrier, or other plan vendor, in each case only as permitted by law and the Plan documents.

1.4 Covered DPC Services. The primary care services described in Exhibit A, as available through a Participating DPC Provider and within that provider's license, scope, availability, and clinical judgment.

1.5 DPC Network. Mending's national network of independent Direct Primary Care providers and practices.

1.6 Employee Census. The monthly count of Employer employees used to calculate the Network Rental Fee. Dependents are excluded from the Employee Census unless the Order Form expressly says otherwise.

1.7 Order Form. A signed order, online acceptance, enrollment form, statement of work, or similar ordering document that identifies implementation details, covered population, data feeds, TPA information, or special terms.

1.8 Participant. An employee, dependent, or other covered individual whom Employer or the Plan identifies as eligible for the DPC Network.

1.9 Participating DPC Provider. An independent clinician, practice, medical group, or similar provider participating in the DPC Network.

1.10 Plan. Employer's self-funded ERISA group health plan. Employer acts as plan sponsor and, where applicable, signs this Agreement on behalf of the Plan to the extent authorized by the Plan.

1.11 Program Data. Eligibility, enrollment, activation, membership, utilization, payment, clinical, encounter, claims, reporting, and related data created, received, maintained, or transmitted in connection with the DPC Network.

1.12 TPA. Employer's third-party administrator, claims administrator, or other plan vendor designated by Employer or the Plan.

II. PROGRAM SERVICES

2.1 Network access. Mending will make the DPC Network available to eligible Participants identified by Employer or the Plan. Participants may select, request, or be matched with a Participating DPC Provider subject to provider availability and location.

2.2 Attachment-only DPC membership. DPC membership fees are charged on an attachment-only basis. A Participant does not become an Activated Member, and no DPC membership PMPM fee begins, unless and until the Participant joins a Participating DPC Provider and has a documented clinical encounter during the applicable month.

2.3 Administration. Mending will support eligibility intake, roster reconciliation, activation tracking, provider directory support, Participant support, Participating DPC Provider payment administration, reporting, and other operational support for the DPC Network.

2.4 Independent DPC Providers. Participating DPC Providers are independent medical providers. They are not employees, agents, or subcontractors of Employer. Mending does not practice medicine, control clinical judgment, or guarantee any clinical outcome.

2.5 Covered services and network changes. Covered DPC Services are provided directly by Participating DPC Providers. Mending may add, remove, or replace Participating DPC Providers and will use commercially reasonable efforts to keep network information current.

2.6 Not insurance. The Program provides DPC network access, administration, data, and reporting services. Mending does not insure risk, underwrite benefits, adjudicate claims, or make discretionary benefit decisions unless a separate written agreement expressly says so.

III. EMPLOYER ELIGIBILITY AND DUTIES

3.1 Eligibility to use this Agreement. Employer represents that it sponsors a self-funded ERISA group health plan and has at least fifty (50) employees. Mending may decline implementation, suspend enrollment, or require amended terms if Employer does not meet these requirements.

3.2 Rosters and census files. Employer will provide accurate monthly Employee Census files, eligibility files, demographic information, enrollment instructions, and roster updates in the format reasonably requested by Mending. Employer is responsible for the accuracy of data supplied by Employer, the Plan, the TPA, or other Employer vendors.

3.3 Plan documents and ERISA administration. Employer is responsible for its Plan design, plan documents, summary plan descriptions, participant notices, ERISA disclosures, fiduciary decisions, claims procedures, tax treatment, cafeteria plan documents, and employee communications. Employer will adopt any plan amendments or disclosures needed for the DPC Network before launch.

3.4 TPA and vendor cooperation. If Employer wants data feeds, encounter files, or 837 files sent to a TPA or other vendor, Employer will provide contacts, file specifications, trading partner requirements, plan identifiers, testing support, and written direction reasonably needed for implementation.

3.5 HIPAA plan sponsor firewall. Employer will identify any workforce members who may receive PHI for Plan administration, restrict that PHI to Plan administration functions, and not use PHI for hiring, firing, discipline, compensation, promotion, or other employment-related decisions.

3.6 Required permissions. Employer will ensure that the Plan documents, privacy notices, participant authorizations or acknowledgments, TPA arrangements, and vendor arrangements permit Mending and Participating DPC Providers to use and disclose Program Data as needed to perform this Agreement.

IV. FEES AND BILLING

4.1 Network Rental Fee. Employer will pay Mending a Network Rental Fee of **$3.50 PEPM**, billed monthly based on the Employee Census for that month. This administrative fee pays for access to the DPC Network and related network administration, and is separate from any DPC membership PMPM fee.

4.2 DPC membership PMPM fees. For each Activated Member, Employer will pay the applicable transparent negotiated DPC membership rate administered through Mending. The rate will be within the following employer-facing ranges: **$90 to $100 PMPM for each Adult Activated Member and $60 to $70 PMPM for each Child Activated Member**. The exact rate may vary by Participating DPC Provider and will be shown in the invoice detail, or other rate file made available by Mending.

4.3 No registration-only billing. DPC membership PMPM fees do not start merely because a Participant is eligible, signs up, creates an account, registers with a DPC practice, or appears on an eligibility roster. The Participant must have an activated DPC membership supported by a documented clinical encounter.

4.4 Invoices and reconciliation. Mending will invoice monthly unless the Order Form states otherwise. Invoices are due thirty (30) days after receipt. Mending may reconcile invoices based on census corrections, activation data, DPC Provider data, disenrollments, retroactive corrections, or TPA files.

4.5 Participant charges. Participants should not be charged by Participating DPC Providers for Covered DPC Services paid through the Program. Participants may be responsible for services outside the Covered DPC Services, services outside the DPC Provider's practice, or items not included in the Program.

4.6 Nonpayment. If Employer does not pay undisputed amounts when due, Mending may suspend new activations, data feeds, reporting, or Program access after ten (10) days' written notice. Employer remains responsible for fees incurred before suspension or termination.

V. DATA, REPORTING, AND OPTIONAL TPA FEEDS

5.1 Clinical and encounter-level data. Employer and the Plan authorize and direct Mending to receive, create, maintain, use, and disclose Program Data from Participating DPC Providers for each Activated Member. Mending will use its network agreements and data processes to obtain and provide all clinical and encounter-level detail that is available to Mending from the Participating DPC Provider that the Activated Member joins, subject to HIPAA, ERISA, state privacy laws, patient rights, and any special legal restrictions on sensitive records.

5.2 Data elements. Program Data may include membership status, activation status, provider, location, encounter date, visit type, clinical documentation, diagnoses, service descriptions, procedure or service codes when available, care plans, referrals, medication information, vitals, lab-related information, follow-up instructions, payment information, and other data needed for plan administration, reporting, payment, and optional claim or encounter files.

5.3 Reports. Mending may provide dashboards, downloadable files, secure file transfers, API feeds, utilization reports, cost reports, activation reports, provider reports, and other agreed outputs to Employer, the Plan, the TPA, and Authorized Recipients.

5.4 Optional 837 claim files. At Employer's request, and after the needed TPA setup is complete, Mending may create and transmit HIPAA-standard 837 claim or encounter files, or other agreed file formats, directly to Employer's TPA or designated plan vendor. 837 transmission is optional and does not require the TPA to adjudicate, accept, or pay a claim unless the Plan and TPA separately support that workflow.

5.5 Data limits and quality. Mending will use commercially reasonable efforts to validate files and reports before transmission. Mending is not responsible for inaccurate source data supplied by Employer, the TPA, another vendor, or a Participating DPC Provider, or for a TPA's downstream adjudication, accumulator, deductible, stop-loss, or reporting decisions.

5.6 De-identified and aggregated data. Mending may use de-identified information and aggregated data for benchmarking, network operations, product improvement, and other lawful business purposes, provided the information does not identify Employer, the Plan, or any individual unless permitted by this Agreement or by law.

VI. PRIVACY, SECURITY, HIPAA, AND ERISA

6.1 HIPAA and Business Associate Addendum. To the extent Mending creates, receives, maintains, or transmits PHI for or on behalf of the Plan, Mending acts as a business associate and Exhibit C applies. Employer signs Exhibit C on behalf of the Plan to the extent authorized and certifies the Plan sponsor protections stated in this Agreement and Exhibit C.

6.2 ERISA roles. Employer and the Plan retain responsibility for ERISA compliance, fiduciary decisions, plan asset decisions, claims procedures, participant notices, and benefit determinations. Mending performs ministerial network, payment administration, data, reporting, and implementation services under Employer's and the Plan's direction. Mending is not the plan administrator, named fiduciary, claims fiduciary, or trustee unless a separate written agreement expressly appoints Mending to that role.

6.3 Safeguards. Each Party will maintain administrative, physical, and technical safeguards appropriate to its role and will comply with privacy and security laws applicable to its business and performance under this Agreement.

6.4 Security incidents. Each Party will promptly notify the other Party of any actual unauthorized access, use, or disclosure of Program Data related to this Agreement and will reasonably cooperate to investigate and mitigate the incident.

6.5 Legal compliance. Each Party will comply with laws applicable to its own business and role, including laws related to benefits, privacy, security, nondiscrimination, tax, licensing, and employment. If a change in law requires a change to this Agreement, the Parties will work in good faith to make the required change.

6.6 No guarantee of savings or outcomes. Mending does not guarantee clinical outcomes, savings, utilization levels, network availability in every location, TPA acceptance of files, or any particular tax, ERISA, HIPAA, insurance, or regulatory result.

VII. TERM AND TERMINATION

7.1 Term. This Agreement begins on the Effective Date and continues for the initial term stated in the Order Form. If no initial term is stated, the initial term is one (1) year. The Agreement renews for successive one-year terms unless either Party gives thirty (30) days' written notice of non-renewal.

7.2 Termination without cause. Either Party may terminate this Agreement without cause on thirty (30) days' written notice unless the Order Form states a different notice period.

7.3 Termination for cause. Either Party may terminate this Agreement if the other Party materially breaches the Agreement and does not cure the breach within thirty (30) days after written notice.

7.4 Immediate suspension or termination. Mending may immediately suspend or terminate Program access if continued performance would create a legal, privacy, security, patient safety, licensing, nonpayment, or network integrity risk.

7.5 Effect of termination. Termination does not affect obligations that arose before the termination date, including payment, confidentiality, privacy, security, data retention, audit cooperation, and indemnification obligations. Upon request and subject to applicable law and payment of undisputed fees, Mending will provide a commercially reasonable transition export

of Program Data in Mending's possession and permitted to be disclosed.

VIII. INDEMNIFICATION, LIABILITY, AND DISPUTES

8.1 Mutual indemnification. Each Party will defend, indemnify, and hold harmless the other Party and its officers, directors, employees, and agents from third-party claims arising from the indemnifying Party's gross negligence, willful misconduct, violation of law, or material breach of this Agreement.

8.2 Process. The indemnified Party must give prompt notice, reasonable cooperation, and control of the defense to the indemnifying Party. No settlement may admit fault or impose obligations on the indemnified Party without its prior written consent.

8.3 Limitation of liability. Except for payment obligations, confidentiality or privacy breaches, indemnity obligations, willful misconduct, or liability that cannot be limited by law, neither Party's aggregate liability under this Agreement will exceed the fees paid or payable to Mending under this Agreement during the twelve (12) months before the event giving rise to the claim.

8.4 No consequential damages. Neither Party will be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, or for lost profits, revenue, business, goodwill, or data, even if advised of the possibility of those damages.

8.5 Disputes. Before filing a claim, the Parties will try in good faith to resolve disputes through business escalation for at least fifteen (15) days, unless emergency relief is needed. This Agreement is governed by Delaware law, without regard to conflict-of-law rules.

IX. GENERAL PROVISIONS

9.1 Independent parties. The Parties are independent contractors. This Agreement does not create a partnership, joint venture, employment, agency, fiduciary, or insurance relationship.

9.2 Notices. Legal notices must be in writing and delivered by personal delivery, nationally recognized courier, certified mail, or email to the notice contacts in the signature block or Order Form.

9.3 Confidentiality. Each Party will protect the other Party's nonpublic business, technical, security, financial, and operational information using reasonable care. The form of this Agreement and the fee structure may be posted or shared publicly, but nonpublic implementation details, security information, data files, and reports remain confidential.

9.4 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except to an affiliate or successor in connection with a merger, reorganization, sale of substantially all assets, or similar transaction.

9.5 Order of precedence. If there is a conflict, Exhibit C controls for HIPAA and PHI matters; an Order Form controls for pricing and implementation details; and this Agreement controls for all other terms.

9.6 Severability; waiver; force majeure. If a provision is unenforceable, the rest of the Agreement remains effective. A waiver must be written and applies only to the stated instance. Neither Party is liable for delay caused by events beyond its reasonable control.

9.7 Entire agreement; signatures. This Agreement, the Exhibits, and any Order Form are the entire agreement between the Parties for the Program. This Agreement may be signed by handwritten signature, electronic signature, online acceptance, or counterparts, each of which

is deemed an original.

AGREED / SIGNATURES:

Each Party signs this Agreement through its authorized representative.

MENDING TECHNOLOGIES, INC.	EMPLOYER:
By:	By: _
Name:	Name:
Title:	Title:
Date:	Date:
Notice Email:	Notice Email:

Mending

EXHIBIT A

DPC SERVICES AND PROGRAM SCOPE

Covered DPC Services are primary care services that a Participating DPC Provider is licensed and clinically able to provide, are usual for a primary care practice, and are included by the applicable DPC Provider. Availability may vary by provider, state, and practice model.

Common Covered DPC Services include:

- Acute and non-acute primary care office visits, including virtual visits when offered by the DPC Provider.
- Phone, email, portal, or messaging access consistent with the DPC Provider's practice policies.
- Preventive care, wellness visits, annual exams, routine counseling, and risk review.
- Chronic condition management, such as diabetes, hypertension, asthma, and similar primary care conditions.
- Well-woman care, well-child care, newborn care, sports physicals, school physicals, and blood pressure monitoring when offered by the DPC Provider.
- Care coordination, basic medication review, referrals, lab coordination, and follow-up related to primary care.
- Phlebotomy, pap smear collection, or similar in-office services when available and included by the DPC Provider.

Program support includes network access, activation support, eligibility intake, provider directory support, roster reconciliation, DPC Provider payment administration, data reporting, dashboards and optional claim, encounter, or 837 transaction generation when requested and technically supported.

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EXHIBIT B

COMMERCIAL AND IMPLEMENTATION TERMS

Complete this Exhibit:

Employer legal name	
Plan qualification	Employer confirms the Plan is self-funded and Employer has at least 50 employees: □ Yes
Covered population	□ Employees only □ Employees + dependents □ Other: _____
Program launch date	
Initial term	□ 1 year □ Other: _____
Monthly Network Rental Fee	$3.50 PEPM, based on the monthly Employee Census
Adult DPC Membership Fee	$90-$100 PMPM for each Adult Activated Member, based on the applicable transparent negotiated DPC rate, rate file, or Order Form
Child DPC Membership Fee	$60-$70 PMPM for each Child Activated Member, based on the applicable transparent negotiated DPC rate, rate file, or Order Form
Activation rule	Attachment-only. DPC membership PMPM fees begin only when the Participant joins a DPC and has a documented clinical encounter.

Mending

EXHIBIT C

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum ("BAA") applies only to the extent Mending creates, receives, maintains, or transmits Protected Health Information ("PHI") for or on behalf of the Plan and is a business associate under HIPAA. Employer signs this BAA as plan sponsor and on behalf of the Plan to the extent authorized by the Plan.

C.1 HIPAA terms. Capitalized terms not defined in this BAA have the meanings given to them by HIPAA. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and their implementing regulations, as amended.

C.2 Permitted uses and disclosures. Mending may use and disclose PHI to perform this Agreement, operate and administer the DPC Network, support Participants, coordinate with Participating DPC Providers, administer DPC Provider payments, provide reports, create and transmit optional claim or encounter files, provide data aggregation for the Plan's health care operations, comply with law, and perform Mending's proper management and administration.

C.3 Limits on use. Mending will not use or disclose PHI except as permitted by this BAA, the Agreement, the Plan's written direction, or law. Mending will make requests, uses, and disclosures of PHI consistent with the minimum necessary standard when that standard applies.

C.4 Safeguards. Mending will use appropriate administrative, physical, and technical safeguards to protect PHI and will comply with the HIPAA Security Rule with respect to electronic PHI.

C.5 Reporting. Mending will report to the Plan any use or disclosure of PHI not permitted by this BAA, any Security Incident involving electronic PHI, and any Breach of Unsecured PHI, in each case without unreasonable delay and no later than sixty (60) days after discovery when HIPAA requires breach notice.

C.6 Subcontractors. Mending will require subcontractors that create, receive, maintain, or transmit PHI on Mending's behalf to agree in writing to substantially the same restrictions, conditions, and requirements that apply to Mending with respect to PHI.

C.7 Individual rights and HHS access. To the extent Mending maintains PHI in a Designated Record Set, Mending will reasonably assist the Plan with access, amendment, and accounting requests. Mending will make its internal practices, books, and records relating to PHI available to HHS as required by HIPAA.

C.8 Plan and Employer responsibilities. Employer and the Plan will not ask Mending to use or disclose PHI in a way that would violate HIPAA if done by the Plan. Employer and the Plan will provide any required notices, restrictions, authorizations, plan document provisions, plan sponsor certifications, and directions needed for Mending to perform the Agreement.

C.9 Plan sponsor certification. Employer certifies that it will protect PHI received from the Plan or Mending, will restrict PHI to Plan administration functions, will not use PHI for employment-related actions or decisions, will ensure any agents receiving PHI agree to comparable restrictions, will report improper uses or disclosures, and will make PHI available as required for individual rights and audit purposes.

C.10 Termination. If Mending materially breaches this BAA and does not cure the breach within thirty (30) days after written notice, the Plan may terminate the PHI-related services. Upon termination, Mending will return or destroy PHI if feasible. If return or destruction is not feasible, Mending will continue to protect the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

C.11 No employment use or sale. Mending will not sell PHI. Employer will not use PHI received under this Agreement for employment-related decisions.

C.12 Conflict. If this BAA conflicts with the Agreement, this BAA controls for PHI and HIPAA matters only.