

PRECISION HEALTHCARE TECHNOLOGIES, MARKETING PARTNER REFERRAL AGREEMENT

This Marketing Partner Sales Referral Agreement ("Marketing Partner Agreement") is made and entered into as of the date of the last signature below ("Effective Date") by and between Precision Health Technologies, LLC (hereinafter "PHT") and _____ Organization or Partner Registrant (hereinafter "Marketing Partner").

WHEREAS Marketing Partner wishes to endorse and recommend PHT applications and related services for patient engagement to prospective clients;

WHEREAS Marketing Partner wishes to provide support for the applications for patient engagement to prospective clients who become clients of PHT for the purpose of using the patient engagement Services and Applications;

NOW, THEREFORE, in consideration of the foregoing, of the mutual covenants, promises, and agreements herein contained, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF MARKETING PARTNER:

- a. Endorse PHT Applications for providing technology for patient engagement
- b. Marketing of products, to include distribution of literature and other marketing material provided including web links or other communication methods that may include contracting material and other material for distribution.
- c. Provide support to any prospect or client that will utilize the Applications. There are certain defined support services that the Marketing Partner will provide and listed in Attachment B as part of this agreement. If the Marketing Partner does not provide or chooses not to provide the services listed on Attachment B the Marketing Partner agrees to reduce the payment that will be made on a per assessment basis associated with those Services and listed in Attachment B. That reduction is based on the Services or support that must be performed to maintain a client relationship as defined by PHT. Those Service reductions will then be included as part of the payment description in Attachment A.

2. PHT PROGRAM PARTICIPATION REQUIREMENTS:

- a. PHT agrees to pay to the Marketing Partner a Marketing Partner Fee equivalent to the description as per Attachment A and reduced by any items listed that would not be performed by Marketing Partner as per Attachment B.
- b. PHT may make available a direct link for the exclusive use of the Marketing Partner to be used in the information and contracting process that will include the following with the approval from PHT and with certain limitations at PHT's discretion. The marketing material may include: i. Logo
ii. Messaging to the prospects on a separate landing page
- c. Marketing Partner Fees will be paid while the Marketing Partner is affiliated with PHT and while the Healthcare Organization is a paying client of PHT.
- d. Upon termination of Marketing Partner Affiliation, Marketing Partner will continue to receive Marketing Partner fees on paying Healthcare Organizations clients as shown in Attachment A.
- e. Marketing Partner will utilize the PHT platform for the submission of any agreement to input any prospects, contracts and documentation relevant to PHT Business Operations and Healthcare Organization prospects.
- f. PHT reserves the right to accept any Marketing Partner, Provider, Customer or Healthcare Organization client at its sole discretion.
- g. PHT reserves the right to change the status or compensation of a Marketing Partner in the event the Marketing Partner fails to perform agreed upon responsibilities as outlined in Attachment A and Attachment B at its sole discretion and at any time.

- h. Reclamation of overpaid Marketing Partner Fees, based on 3F above and at the sole discretion of PHT, will be done through withholding of any current or future Marketing Partner Fees that may be due to the Partner. If the Marketing Partner is paid an amount that is then disputed for any reason or if the client does not pay any invoiced amount PHT may withhold the amount from any payment that would be made to the Marketing Partner.
- i. Marketing Partners that are part of a larger group or Marketing Partner Group will be responsible for distribution of Marketing Partner Fees internally and PHT will not be responsible for multiple payments or splitting of transactions to individual members of any Marketing Partner Group. PHT will pay the Master of any Group. That master payment recipient will be listed on Attachment A.
- j. Marketing Partner will do its own due diligence to ensure they and all affiliated members or Partners are legally able to receive payments from Contracting Party and such payments are not in conflict with any federal or state laws as it applies to Centers for Medicare & Medicaid Services (CMS) requirements.
- k. PHT reserves the right to change Program Participation Requirements, Marketing Partner Fees, or any other component of the PHT Services at any time and at its sole discretion.
- l. Any Ad revenue generated by PHT activities is the sole property of PHT and will not result in direct Marketing Partner Fee.
- m. PHT will be the holder and owner of all Software as a Service technology Contracts with any Healthcare Organizations directly.
- n. Partners will be paid as per guidelines below and once PHT has been paid by the Healthcare Organization and according to Attachment A.
- o. This contract will supersede and replace any previous contract or component thereof in connection with sales commissions or compensation related to PHT Services and Applications.
- p. This agreement may be modified and posted on the Partner Portal.

3. PARTNER FEE PAYMENTS AND TERMINATION:

- a. Payment of Marketing Partner Fees will be made on the 15th day of the month after the collection of payment from the customer.
- b. This Marketing Partner Agreement shall commence on the Effective Date and continue for a period of one year (the "Initial Term"), and will be automatically renewed annually unless terminated by either Party upon written notice to the other at least sixty (60) days prior to the anniversary of this Agreement.
- c. Either party may terminate this Agreement with 30 days written notice in the case of a material breach by the other party, subject to giving the breaching party 15 days to cure the breach.
- d. Each partner will designate a "Pay to" entity. The Pay to entity will be responsible for receiving and distributing any fees due to the partner. The Pay to entity will provide a W-9 for payments to be made to and that entity will be responsible to pay out the amount for each Partner that is participating in the relationship. PHT will only pay out one fee per Paid assessment and PHT will distribute only one fee to one Pay to partner for all affiliated Partners. All affiliated Partners will be designated and disclosed to PHT and those disclosures must be disclosed and approved by each affiliated Partner. The Pay to entity will be disclosed for each Partner and PHT will document as part of the Partner information provided that it is disclosed to and agreed upon as to who the Pay to entity is.

4. CONFIDENTIALITY:

- a. "Confidential Information" shall mean any information relating to, or disclosed in the course of, this Marketing Partner Agreement, which is designated as 'confidential' or 'proprietary' or some similar designation or information which is or should be reasonably understood to be confidential or proprietary to the disclosing party. Confidential Information includes but is not limited to PHT's software, documentation, content, the terms and pricing under this Marketing Partner Agreement, business strategies, specifications, and technical data. Confidential Information shall not include information (a) already known to either party at the time of receipt thereof from the other; (b) that was readily available to the general public at the time of receipt thereof from the other; (c) that subsequently becomes known to the general public through no fault or omission on the part of the party receiving such information; (d) that is subsequently disclosed by a third party which has a bona fide and legal right to make such disclosure; or (e) that is required to be disclosed by a court of competent jurisdiction or other

governmental authority or pursuant to applicable law, provided that the receiving party shall give prompt notice to the disclosing party prior to any such disclosure and reasonably assist the disclosing party in seeking a protective order.

- b. No Disclosure. Marketing Partner shall not disclose or use in any manner, directly or indirectly, any Confidential Information either during the term of this Marketing Partner Agreement or at any time thereafter.

5. USE OF MARKS

- a. Authorized Uses. During the Term, Marketing Partner will use a designated PHT Mark on all promotional and advertising materials, with prior approval from PHT for content and messaging, for the PHT Services those trademarks, trade names, service marks, and logos of PHT. Prior to any such use, Marketing Partner shall provide PHT copies of any such materials at least twenty- four (24) hours before their proposed release and obtain PHT's prior written approval to use PHT Marks in connection therewith.
- b. Ownership by PHT. PHT shall retain all rights, title and interest in the PHT Marks, and all goodwill arising from Partner's use of the PHT Marks shall inure solely to the benefit of PHT.
- c. No Solicitation of Employees. Marketing Partner agrees that during the term of this Marketing Partner Agreement and for a period of one (1) year thereafter, Marketing Partner will not solicit, recruit, or induce to leave, directly or indirectly, for Partner's own account or for any other business, any of PHT's employees.
- d. This Marketing Partner Sales Agreement is the sole and entire agreement between the parties relating to the subject matter hereof, and supersedes all prior understandings, agreements, and documentation relating to the subject matter hereof. This Marketing Partner Agreement may be amended only by an instrument executed by the authorized representatives of both parties.
- e. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Marketing Partner Agreement may be brought against either of the parties in the courts of the State of Texas, and each of the parties' consent to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any party anywhere in the world.
- f. This Marketing Partner Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles.

6. Indemnification

- a. Each Party to this Agreement shall defend and hold harmless the other Party, its affiliates and their respective members, managers, officers, employees, agents, successors and assigns (each, an "Indemnified Party"), from and against any and all losses, liabilities, damages, actions, costs, and expenses (including reasonable attorneys' fees and disbursements and costs of investigation, litigation, settlement, judgment, interest, and penalties) (collectively, "Losses") of the Indemnified Party arising out of or resulting from any claim, demand, charge, action, cause of action, or other proceeding asserted by any third party against the Indemnified Party arising from or in connection with the performance the other Party's duties and obligations under this Agreement, except to the extent it is determined by a court of competent jurisdiction that a proximate cause of the Loss was the negligent or willful act or omission of the Indemnified Party.

7. Assignment

- a. Marketing Partner may not assign this Agreement without the written consent of PHT. The obligations under this Marketing Partner Agreement will be incurred to each party's successors and assigns.

Referral Partner

Master Owner/ Manager
Name /Title

Accepted by PHT, LLC

Date

Doug Sparks
Precision Healthcare Technologies

Attachment A

[Current Compensation rates for Professional Consultants and Strategic Partner classes can be found here](#)

Owner/Manager sets rates for reps under them

Attachment B

Introduction and Contracting

1. Contact Practice with [Precision via approved Email](#) – three-minute read.
2. Do NOT attempt to explain the program!
3. Request or look up NPI and ask for the total number of patients in the practice.
4. Explain they will receive CMS/Payer Report Card and ROI Calculator, and have their questions answered on a short Zoom meeting.
5. From the link above schedule that meeting with Doug Sparks
6. Practice will be provided with an [Agreement link](#) to be completed by provider, guided by rep.

Onboarding & Implementation

1. Initiate onboarding process and handoff to account set up
2. Verify Practice Contact Information
3. Verify Practice signage
4. Verify contact data is uploaded if needed
5. Verify Logo is uploaded
6. Verify landing/website page after patient completes outreach documentation
7. Verify Scheduling contact information for patient routing
8. Provider is sent sample branded email with compliance messaging language
9. Precision will provide both email and text language
10. Determine who will complete the necessary process for billing
11. Training material and support
12. E-Visit encounter review (PVBm can provide for a fee – quote provided)
13. Handoff to Precision Account Management
14. Provide Practice with the review process and
15. Give access to the PVBm Health Platform for review process
16. Provide training material to practice for the review
17. Review Billing Process for e-visit (Precision FAQ e-visit and billing)

Launch and Execution

1. Initial patient outreach to entire patient population
2. Precision AI embedded Health Risk Assessment is the required first step
3. All ongoing medically necessary services are revealed within these results of every successive encounter.
4. Purpose – Compliance, Risk Stratification for RAF Scores, and ACO/Medicare Advantage patient attribution counts.
5. Patient Engagement follow up and management (Optional Fully Managed Services)
6. Review all patient assessments
7. Complete encounter documentation
8. Submit to review and bill
9. Report and Invoice
10. Connect to the next needed services