

## Terms and Conditions

As you know, Medcase Health, Inc., (“Medcase”, “we”, “us”, “our”) identifies opportunities for qualified physicians or other health providers to deliver certain services (“Services”) to its customers and clients that contract with Medcase to assist them with filling provider staffing and consultation needs (“Client(s)”). By accepting these Provider Engagement Terms (“Terms”) you request that Medcase accept you to our Clinician Engagement Platform (“Medcase Platform”) and attempt to place you in positions with one or more of our Clients to facilitate your delivery of Services to the Clients. The purpose of these Terms is to describe and document our mutual commitment to perform our respective roles and responsibilities.

**Client Assignments.** Upon acceptance of these Terms, you may be eligible to review and enroll in available Client engagements (“Client Assignment”) through the Medcase Platform. By enrolling in a Client Assignment, you agree to deliver the Services to Clients in accordance with the specific terms of the Client Assignment, which you will be able to review before enrolling. You understand that Medcase cannot guarantee or represent that you will be offered the opportunity to deliver Services to Clients (or to any particular Client), and we cannot promise that you will provide any particular volume of services, as this will vary depending on Client needs.

**Telehealth Services.** If you accept a Client Assignment involving the provision of clinical telehealth services (“Telehealth Services”), you agree to the following:

You will complete and execute all patient records in a timely fashion as required by law or a Client’s policies.

You will provide the Telehealth Services from a quiet, confidential and well-lit space that is free from distractions, and in accordance with all applicable professional and ethical standards, the applicable Client’s care delivery model and policies and procedures (to the extent appropriate based on your professional and ethical duties), and state and federal laws and regulations. You agree to treat patients with respect and a high degree of professionalism, and will not discriminate against patients based on gender, race, culture, religion, or any other basis.

Medcase will arrange for your professional liability insurance for Telehealth Services rendered to Clients under these Terms. You agree to provide full cooperation in the defense of any malpractice suit. Medcase’s obligation to provide this malpractice insurance will end upon termination of your participation in the Medcase Platform by either of us for any reason.

**Consulting Services.** If you accept a Client Assignment involving non-clinical consulting services (“Consulting Services”), you agree to the following:

You will not engage in the practice of medicine or otherwise provide any health care, medical treatment, or medical or clinical services in connection with the Consulting Services.

To the fullest extent permitted by applicable law, all Work Product (defined below) will be the sole and exclusive property of either Medcase or the Client, as determined by the agreement between them. You hereby irrevocably transfer and assign to Medcase or the Client, as applicable, all right, title and interest in and to the Work Product, including all worldwide patent rights, copyright rights, trade secret rights, know-how, and any and all other intellectual property or proprietary rights (collectively, “Intellectual Property Rights”) therein.

At Medcase’s request and expense you will assist and cooperate with Medcase or a Client in all respects, and will execute documents, and will take such further acts reasonably requested by Medcase or a Client to enable them to acquire, transfer, maintain, perfect and enforce their respective Intellectual Property Rights and other legal protections for the Work Product. You hereby appoint the officers of Medcase as your attorney-in-fact to execute documents your behalf for this limited purpose. “Work Product” means all materials of any kind that you may make, conceive, develop or reduce to practice, alone or jointly with others, in connection with performing Services, or that result from or that are related to such Services, whether or not they are eligible for patent, copyright, trade secret, trademark or other legal protection. Work Product is considered intellectual property rights of Medcase or the Client.

To the fullest extent permitted by applicable law, you also hereby irrevocably transfer and assign to Medcase or the Client, as applicable, and agree to irrevocably transfer and assign to Medcase or the Client, and waive and agree never to assert, any and all Moral Rights (as defined below) that you may have in or with respect to any Work Product produced at any time. “Moral Rights” mean any rights to claim authorship of a work, to object to or prevent the modification or destruction of a work, to withdraw from circulation or control the publication or distribution of a work, and any similar right, existing under judicial or statutory law of any country in the world, or under any treaty, regardless of whether or not such right as called or generally referred to as a “moral right.”

**Licensure and Certifications.** You agree to maintain all required professional licenses, registrations and certifications required to practice your profession and perform the Services. You agree to notify Medcase via email at [credentials@medcase.health](mailto:credentials@medcase.health) within one day of any licensure, registration, certification, or credentialing information changes, including changes to your status under any federal databases that track excluded or sanctioned persons, medical license suspensions, revocations or expirations, new or revoked board certifications, or any other changes to the information that you will provide to us during the credentialing process. You authorize Medcase (or Medcase’s contractor) to contact prior employers, and references (both professional and character), and represent to us that you have provided (or will provide upon request) Medcase with accurate and current information to facilitate your credentialing.

**Representations and Warranties.** You hereby warrant, represent and certify that you:

Are not engaged in or a party to or threatened with any suit, action, proceeding, inquiry, enforcement actions, investigation, claim or demand, or legal or administrative hearing or proceeding, arbitration or other method of settling disputes or disagreements: (i) alleging healthcare fraud or abuse by you, your employees and contractors; or (ii) that could have a material adverse effect on your ability to perform any or all of its duties and obligations under this Agreement;

Are not under suspension or subject to any disciplinary proceedings or other sanctions or penalties (including but not limited to any administrative sanctions, suspension of payments, civil monetary penalties, or assessments) by any federal or state governmental authority or agency having jurisdiction over your professional activities, and are not under any formal or informal investigation or preliminary inquiry by any governmental authority or agency for possible suspension, disciplinary action, or other sanction or penalty;

**Notice of Actions.** You shall immediately deliver written notice to the Medcase upon the discovery of any of the following concerning you:

Any action that restricts, suspends, or revokes your registration or license or your DEA certificate;

Any felony indictment or conviction of a criminal offense, naming you or the group in which you practice (if applicable);

Any final non-appealable disciplinary proceeding or action involving you before any governmental agency;

Any information received by you or your practice group (written or oral) that you or it may be under investigation by a state or federal agency for fraud, improper billing, or other reasons that could lead to an indictment, complaint or action prosecuted by a state or federal government or individual acting on behalf of a federal or state program pursuant to 31 U.S.C. § 3729 et seq. or any comparable provision of state law;

That you are excluded, debarred or suspended from participation in any federal health care program, as defined at 42 U.S.C. § 1320a-7b(f), including but not limited to the Medicare program or any state Medicaid program;

The imposition of any health care related fines, civil monetary penalties, administrative sanctions, assessments, restitution orders, or other remedies (including, without limitation, any settlements) related to any alleged violation of any law or regulation related to the provision of Services hereunder or the billing practices (or any other business, operations or practices) by you;

If you become the subject of, or materially involved in, any investigation, proceeding or disciplinary action before any governmental, professional, licensing board, medical staff, or peer review body, or by a contractor for any state or federal governmental healthcare payment program (such as a Medicare carrier) or any other health care program; or

If you become aware of any termination, non-renewal, cancellation or reduction in coverage of any insurance policy required under this Agreement, if not replaced by substantially similar coverage.

**Independent Contractor.** We both agree that it is our intent to establish an independent contractual relationship (rather than an employer/employee relationship) and these Terms are not intended to create any relationship between us other than that of independent entities contracting with each other solely for the purpose of Medcase securing temporary independent contractor professional service opportunities for you pursuant to these Terms. You agree that you are not an employee, agent, or legal representative of Medcase or any Client for any purpose. You will be responsible for all taxes associated with your delivery of Services under these Terms. You are not entitled to the benefits provided by Medcase or any Client to its employees including, but not limited to, group insurance and participation in Medcase employee benefit and pension plans.

**Indemnification.** You shall indemnify, defend and hold harmless, Medcase, its affiliates, officers, directors, employees, agents, Clients and other representatives (“Medcase Indemnified Parties”) from and against any liability, loss, claim, injury, damage or expense (including reasonable attorneys’ fees and costs) incurred by the Medcase Indemnified Parties as a result of and to the extent of: (i) any negligent or willful act or omission made by you; (ii) any breach of the representations and warranties made by you or your other obligations set forth herein; (iii) any obligation imposed by law on Medcase to pay any withholding taxes, social security, unemployment or disability insurance or similar items in connection with compensation received by you pursuant to these Terms. This may include an obligation for the cost of defense, as well as the payment of any final judgment rendered against a Medcase Indemnified Party.

**Equipment.** You will arrange for well-functioning equipment and supplies as needed to deliver Services to Clients, including, but not limited to phone(s), microphone(s), camera(s), computer(s), and an internet connection with adequate speed, which will be at your expense. You will direct and control the operation of any and all tools and/or equipment used in connection with the performance of services covered by this arrangement and will exercise full discretion and judgment as an independent healthcare provider in determining the means and methods of your services.

**On-boarding and Training.** You agree that you will complete any Medcase and Client on-boarding and training requirements, as requested by either Medcase or a Client, related to the performance of Services under these Terms and any Client Assignment, and you understand that you will not receive compensation for such activities.

**Client Platform.** You may be required to deliver the Services using a Client's technology platform ("Client Platform"). You agree not to use the Client Platform for any purpose that is unlawful or otherwise prohibited by this arrangement, or in any manner that could damage, disable, overburden, or impair the Client Platform. You agree to safeguard and keep confidential any log-in credentials provided to you by the Client to access the Client Platform, not share this access with any other persons, and use the Client Platform in a manner that is consistent with its terms of use or any other Client policies, procedures or guidelines.

## **Restrictions**

**Non-Solicitation and Non-Circumvention.** You agree not to divert or recruit any Client's patients or employees away from the Client, or Clients or employees away from Medcase, for your own benefit, or the benefit of any third party, or work directly or indirectly with a Client in a way that circumvents the Client Platform.

**Non-Disparagement.** During the Term and for a period of twelve (12) months thereafter, you will not directly or indirectly, make any disparaging or knowingly false statements about Medcase or any Client or their respective businesses, operations, financial conditions or prospects, except as required by applicable law or court order or in the course of filing a charge with a government agency or participating in its investigation.

**Irreparable Harm.** You acknowledge that: (a) the restrictions contained within this section are reasonable and necessary to protect the legitimate interests of Medcase and its Clients; (b) any violation of such restrictions would result in irreparable harm or injury to Medcase and/or its Clients and that you agree that Medcase will be entitled to preliminary and injunctive relief without having to prove actual damages, which right will be cumulative and in addition to any other applicable rights or remedies. Notwithstanding the foregoing, if the restrictions in this section are judged unreasonable by a court of competent jurisdiction, you agree to the reformation of such restrictions by the court to limits which reasonably may grant Medcase the maximum protection permitted by law in such circumstances. You agree to pay all costs and expenses incurred by Medcase, including reasonable attorneys' fees and expenses, in enforcing its rights under this section.

**No Warranty.** Your delivery of Services and use of the Medcase Platform is at your own risk and you will be responsible for your interactions with Clients, Clients' patients or any other third parties with whom you may interact in connection with your provision of the Services or use of the Platform. Your use of the Medcase Platform is on an "as is" and "as available" basis, without warranty of any kind from Medcase or Client. We (and Clients) disclaim all warranties and conditions of merchantability, fitness for a particular purpose, workmanlike effort, title and non-infringement. We make no representations about the suitability, reliability, availability, timeliness, and accuracy of the information, products, and/or services on the Platform for any purpose. We also make no representations, warranties, or guarantees with respect to the actions or inactions of Clients and Clients' patients, and expressly disclaim all liability for any act

or omission by you, Clients, Clients' patients, or any other third party. You have the right to utilize the Platform, however you do not have any other rights in the Platform and you agree you will not use our trademarks, logos or slogans, or other intellectual property of Medcase or Client, without written permission from the appropriate party.

**Privacy and Security.** You understand and agree that personally identifiable health information must be protected in accordance with any applicable state and federal laws, including without limitation, all applicable provisions of the Health Insurance Portability and Accountability Act of 1996, as amended, and its associated regulations (collectively, "HIPAA") relating to the privacy and security of individually identifiable health information and their implementing regulations (collectively, "Privacy Laws") relating to the privacy and security of individually identifiable health information and their implementing regulations. To the extent Client(s) provide you with health information that is protected under the Privacy Laws ("PHI"), you agree to preserve and use appropriate safeguards in accordance with the provisions of the Privacy Laws and your and the Clients' policies and procedures, to protect the confidentiality, security and integrity of all PHI and to prevent the unauthorized use or disclosure of such PHI. You agree to not transmit any PHI to Medcase. You agree to (i) install and maintain antivirus software on any personal computer, laptop, or other device you use to render Services or to otherwise access or store Clients' PHI ("Personal Device"); (ii) ensure all Personal Devices have an operating system that is fully patched; and (iii) keep all Personal Devices updated by applying patches/updates within 30 days of an update becoming available. Medcase has the right to audit your Personal Device for compliance with operating system patches and antivirus software installation and you agree to cooperate with any such audit. Failure to comply with any of the above may result in termination of your participation on the Medcase Platform. If a Client Assignment for Consulting Services will require you to create, maintain, transmit or receive PHI to, from or on behalf of a Client, you agree to execute a business associate agreement with the Client.

**Confidentiality.** We both understand that as part of this arrangement, confidential and proprietary information ("Confidential Information") may be disclosed. Confidential Information includes, but is not limited to, the following: data regarding the identity and contact information of Clients, confidential, private, and/or personal information relayed to you by Clients in connection with your provision of services to Client and patients, and business, financial, technical, or strategic information and such other non-public information of each party that we designate as being proprietary or confidential or of which the other party should reasonably know should be treated as confidential. All Confidential Information will remain the exclusive property of the disclosing party. Except upon order of government authority having jurisdiction, and except as otherwise specifically provided in this arrangement, the parties covenant and agree that they will not disclose to third parties or use for their own benefit or the benefit of any third party, any Confidential Information disclosed by or belonging to the other party. You will be responsible for any breach of Confidential Information made by any personnel you engage to help you provide services under this arrangement. In addition, you agree to not share any patient health information with Medcase unless requested by Medcase and as permitted by applicable law.

**Collection of Fees.** You agree to appoint us as your payment collection agent for the sole purpose of accepting your fees from Clients on your behalf. We agree to pay you the fees set forth in each Client Assignment Rate/Fee Schedule that you accept for completed Services delivered to Clients in accordance with these Terms as of the date the service is delivered, which will be paid to you on a monthly basis within sixty (60) days following the end of the month in which the Services were provided. Based on the tax forms that we will request that you submit, and only if required under the regulations the applicable tax jurisdiction, we will withhold at source any mandatory withholding tax and will provide you with documentation of such withholdings. Upon payment to you of your fees, we will deduct a processing fee of 3.75% on all amounts processed.

**Effect and Termination.** Acceptance to the Medcase Platform, the performance of Services and receipt of payment are conditional on your acceptance of these Terms and the completion of any Medcase and Client on-boarding requirements. You understand that this acceptance is personal and non-transferable and you agree that we may, under certain circumstances and without prior notice to you, terminate your access to and use of the Medcase Platform. Cause for such termination shall include, but not be limited to, (i) breaches or violations of these Terms or other Medcase or Client agreements or guidelines, or (ii) requests by law enforcement or other government or regulatory authorities.

**Limitation of Liability.** IN NO EVENT WILL MEDCASE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND IN CONNECTION WITH THESE TERMS, EVEN IF MEDCASE HAS BEEN INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. MEDCASE'S AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THESE TERMS SHALL NOT EXCEED THE FEES PAYABLE TO YOU HEREUNDER IN RESPECT OF THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE RELEVANT CLAIM OR CAUSE OF ACTION.

**Choice of Law.** These Terms are governed by the laws of the state of Massachusetts.

**Consent to Communications** By accepting these Terms and Conditions, you expressly consent to receive electronic and other communications from us, over various platforms including but not limited to email, SMS, WhatsApp, and phone calls, at any of the contact numbers or addresses provided by you at the time of using our services or thereafter. Such communications shall be about updates, projects, open positions, news, credentialing, verifications, and further information about our products and services, as well as communications necessary for service completion, payments, and other transactional messages.

You acknowledge and agree that your consent to electronic communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we both intend

that the Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means.

To withdraw your consent to receive electronic communications from us, you may notify us at any time at [support@medcase.health](mailto:support@medcase.health), although we reserve the right to continue to send you transactional messages to facilitate any transactions that you have initiated.

We encourage you to keep your contact details up to date, to inform us of any changes, and to check the spam folder in case our communications are redirected there. We are not responsible for any communication mishaps or losses that are the result of incorrect contact information.

We respect your privacy and will process your personal data in accordance with our Privacy Policy.

We look forward to working with you and thank you for your interest and commitment to participating in the future of healthcare and providing the world with better healthcare outcomes!

*Last updated: January 8th, 2024*