

HEALTHCOST NETWORKSSM PROVIDER AGREEMENT

THIS AGREEMENT (the “Agreement”) between the health care provider that is logged in and has a registered Provider Account with HealthCost.com and clicks the Join Network button indicating agreement to the terms and conditions of this Agreement (“You”) and WAM Health Technologies, L.P. a Delaware Limited Partnership d/b/a HealthCost.com and HealthCost NetworksSM, (“We” or “Us”) is effective on the later of: (i) the date that both parties have executed Agreement; or (ii) the date that You enter Your HealthCost Rates on the HealthCost.com website.

ABOUT US AND OUR PROMISE TO YOU

A. **Our Misson.** HealthCost.com was formed to provide consumers without health insurance or consumers with health insurance that need to use out of network benefits access to a contracted network of healthcare practitioners. We promote transparency of information about health care providers, particularly with regard to pricing, so that direct pay patients can make better informed decisions about their health care purchases. Through HealthCost NetworksSM, We offer Consumers and payers the opportunity to access a network of providers that are willing to provide transparent pricing directly to Consumers; and offer providers the ability to connect directly with patients for their services.

B. **You have the right to set Your HealthCost Rates.** We encourage You to set HealthCost Rates that are competitive with market rates You offer to payers. Your HealthCost Rates will be shown to Consumers who will be able to compare them with the HealthCost Rates or charges of other providers. Because we are a discount medical plan, Your HealthCost Rates must give Consumers a discount from Your charges. See Section 3.2.1.

C. **You have the right to change Your HealthCost Rates at any time.** New HealthCost Rates will be effective for Services Locked In after the change is posted on our website. However, you must honor your commitment to provide Services at Your previous HealthCost Rates for Consumers who have Locked In Your HealthCost Rates before the rate change is posted.

D. **You have the right to terminate this Agreement at any time and for any reason.** You do not have to wait until the end of any year. If you terminate the Agreement, you must honor your commitment to provide Services at Your HealthCost Rates for Consumers who have Locked In Your HealthCost Rates before You terminated this Agreement.

E. **You have the right participate in marketing, data analytics, and other programs that we offer.** We may, at our discretion, offer the opportunity to obtain market information, including information relating to Consumer searches, and to post marketing materials. There may be a cost to these programs.

F. **You have the right to know who can access Your HealthCost Rates.**

G. We will not terminate providers solely to narrow the network.

1. Network Participation.

1.1 Network Participation. You agree to participate in the HealthCost NetworksSM. Network. Participation under this Agreement means that You will have an opportunity to participate in all products we offer for all similarly situated Providers in Your geographic area. If, in Our sole discretion, We determine that it would be advantageous to offer a product that has additional conditions of participation, We reserve the right to do so. We will notify You if we products that include additional conditions of participation and provide You with an opportunity to determine whether to participate in that product.

1.2 Appearance in Search Results. You will have a priority listing on the HealthCost.com website vis a vis Providers who do not participate in the HealthCost NetworksSM. However, We do not guarantee that your listing will appear in any specific order in search results. Search order will fluctuate based on a variety of factors such as search parameters, rates, product characteristics and other factors that We may deem important for Users from time to time. We reserve the right to apply various search algorithms or to use methods to optimize results for a particular Consumer's experience.

2. Your HealthCost.com Provider Account.

2.1 Single Provider Account. You may only establish one Provider Account on the HealthCost.com website.

2.2 Password Protected Access to HealthCost.com Website. You have provided Us with a unique User Name and Password. The User Name and Password will enable You to access your Provider Account, enter and to access the HealthCost.com social media. We may, but are not required to, offer additional functionality on the HealthCost.com website for persons and entities that have registered Provider Accounts.

2.3 Protecting Your User Name and Password. You are responsible for protecting the security of your User Name and Password. You agree that You will not disclose your User Name or Password to any other person or entity, and that You are solely responsible for the information in Your Account, including but not limited to Your Profile, HealthCost Rates, and other activity using Your User Name and/or Password, such as posting on HealthCost.com social media pages whether or not you have authorized such activities or actions. We encourage you to check Your Profile and HealthCost Rates on a regular basis and take other reasonable measures to assure that the information contained in Your HealthCost.com Profile, including Your HealthCost Rates, is accurate. If you become aware of any unauthorized use of your User Name, Password or Profile You agree to notify Us immediately and to change Your User Name and/or Password. We may, but are not required to, take certain measures with a goal to confirm Provider's identity and authority to establish or modify a Provider Account. Failure to respond in a timely manner to requests from Us regarding security of Your Provider Account may result in suspension or termination of Your Provider Account.

2.4 Your Provider Account. You will have the opportunity to establish a Profile within Your Account which will include Your HealthCost Rates, contact and demographic information, a credit card for payment of any applicable fees, and other required and optional information as We determine in Our sole discretion. You agree to provide accurate, current and complete information, and to update such information to keep it accurate, current and complete. You authorize Us to publish the information contained in Your Profile, including but not limited to Your HealthCost Rates. We reserve the right to suspend or terminate Your Provide Account without notice at any time if We determine, in our sole discretion, that any information You provide to Us is inaccurate, fraudulent, misleading, or not current or incomplete, or if we suspect, your Provider Account is being used in an unauthorized or fraudulent manner.

2.5 Release of Liability.

2.5.1 Although we may take certain measures with a goal to confirm User's identity and authority to establish or modify a Provider Account, We do not assume any responsibility for, the confirmation of any User's purported identity or the security of a Provider, Account either with respect to the initial establishment of the Provider Account or thereafter. You acknowledge and agree that: (1) the unauthorized use of Your User name and/or Password could cause You to incur obligations and/or liability to Users, including Consumers, and Us; (2) neither We nor any of our officers, employees, agents, partners, members or affiliates will have any liability to You for any unauthorized transaction made using Your User Name or Password, and (3) neither We nor any of officers, employees, agents, partners, members or affiliates have any liability to You or others for material posted on HealthCost.com social media using Your Provider Account You hereby release Us and our officers, employees, agents, partners, members or affiliates from an against any liability to You that is in any way based on the use of Your Provider Account.

2.5.2 Neither We nor any of our officers, employees, agents, partners, members or affiliates have any liability to You or others for material posted on HealthCost.com social media by any other person or entity. You hereby release Us and our officers, employees, agents, partners, members or affiliates from an against any liability to You that is in any way based on the use of HealthCost.com social media by other persons or entities.

2.5.3 HealthCost.com uses information obtained from the Centers for Medicare and Medicaid Services ("CMS") and other government agencies, including but not limited to information regarding NPI numbers, provider affiliations, demographic information, and charges. You hereby release Us and our officers, employees, agents, partners, members or affiliates from an against any liability to You that is in any way based on the Our good faith use of publicly available information obtained from CMS or any other government agencies.

3. HealthCost.com Consumer Connection.

3.1 Platform. HealthCost.com provides an online platform that connects HealthCost NetworksSM Providers that have posted HealthCost Rates for their Services and Consumers that desire to receive their Services at the posted HealthCost Rates. You acknowledge and agree that neither We are not (1) a party to any transaction between You and any Consumer or other User;

(2) Your agent, or the agent of any Consumer or other User; (3) an insurance company, health plan, third party administrator, or other payer for healthcare services. You are solely responsible for the quality, safety and legality of the Services You provide to Consumers and other Users. We do not have any obligation to pay You for Services that You render to Consumers or other Users; Consumers, other Users, or Payers, as applicable, are solely responsible for payment to You.

3.2 Your HealthCost Rates.

3.2.1. Your HealthCost Rates are the fees for Your Services that You decide reflect the value Your practice provides to patients and that You post on the HealthCost.com website. You agree that each of Your HealthCost Rates is at least five percent (5%) less than your charges for the same service; provided that the dollar amount of the discount must not be less than our published transaction fees for Consumers. The HealthCost Rates that You establish and modify from time to time are hereby incorporated into this Agreement by reference.

3.2.2 You agree to accept Your HealthCost Rates as payment in full from each and every Consumer that has Locked In rates for your Services as described in Section 3.3. You agree not to charge Consumers more than Your HealthCost Rates for any Eligible Service.

3.2.3 You may change Your HealthCost Rates at any time. The new HealthCost Rates will be effective immediately as of the time the change has been posted on the HealthCost.com website. Notwithstanding the foregoing, a Consumer who has Locked In Rates before the change has been posted on the HealthCost.com website will be entitled to the benefit of the Locked In Rates for thirty (30) days.

3.3 Consumer Lock In.

3.3.1 Consumers can “Lock In” Your HealthCost Rates for Eligible Services for thirty (30) days by using the HealthCost.com website and following all relevant instructions relating to the Lock-In (a) select the Provider, and (b) selecting the Eligible Service that the Consumer expects to receive.

3.3.2 We will send the Consumer and You confirmation by email that the Consumer has Locked In Your HealthCost Rates and the Eligible Service selected. The confirmation we send will include a unique Confirmation Number.

3.3.3 You agree to contact the Consumer within one (1) business day to schedule an appointment for the services for which the Locked In Rates are confirmed, using the Confirmation Number that We provide. The Consumer may also contact you to schedule an appointment.

3.3.4 The Lock In applies to the entire scope of Your HealthCost Rates as of the date of the Locked In, including but not limited to Services with different levels of complexity and or additional services that You may furnish, but only applies to the Services You furnish during the appointment made using the Confirmation Number that We send You.

3.4 Scheduling and Furnishing Services. You agree to schedule and furnish the Services to a Consumer who has Locked In Rates on at least the same basis and time frame, and subject to the same professional standards as You furnish Services to any other patient, taking into account the Consumer's health care needs. Every effort should be made to schedule new patient office visits within five (5) business days after receiving the confirmation from Us, unless the Consumer agrees to a later date for the visit.

3.5 Payment. A Consumer who has Locked In Your HealthCost Rates is responsible for paying You directly, in full, on the date You furnish the Services, unless You and the Consumer have agreed to another payment plan.

3.6 Claims Submission and Other Administrative Responsibilities.

3.6.1 If You are contracted to participate in the provider network of the Consumer's Payer, You agree to: (a) remain responsible for making any required notifications, obtaining any required preauthorizations, precertifications, or referrals or other performing other similar functions as required by the Consumer's Benefit Plan, (b) submit a claim to the Consumer's Payer and (c) provide such other assistance to the Consumer with respect to claims as You customarily provide to other patients when You are in-network. You must also comply with all requirements in such contract regarding rates and payment, notwithstanding anything to the contrary herein.

3.6.2 If You are not contracted to participate in the provider network of the Consumer's Payer, You agree to: (a) provide the Consumer with sufficient information so as to enable the Consumer to submit a claim to their Payer and (b) provide such other assistance to the Consumer with respect to claims as You customarily provide to other patients when You are out of network.

4. Intellectual Property Matters

4.1 License and Rights Granted to HealthCost.com and Affiliates.

4.1.1 Except as otherwise limited by this Agreement, by contributing content in Your Provider Account or Provider Profile, you grant to Us and Our affiliates a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty-free and fully paid-up license to use, copy, license, sublicense (through multiple tiers), adapt, distribute, display, publicly perform, reproduce, transmit, and otherwise exploit any of your contributed content, in connection with Our business or the business of Our affiliates. You further grant Us and our affiliates the ability to copyright and protect all content You contribute. This includes, but is not limited to, the right to file suit to seek injunctive relief to protect such material. You agree that we may sublicense all the rights granted to us this Section 4.1 to one or more Payers, health or welfare plan sponsors, employers or others with which we may contract.

4.1.2 Notwithstanding the foregoing, we agree to hold credit card information that You furnish to us confidential.

4.2 Limited License for You to Use HealthCost.com Trademarks or Logos. We hereby grant You a limited license to use HealthCost.com trademarks and logos to correctly identify that You are participating in the HealthCost NetworksSM and to link with the HealthCost.com website in accordance with this Section 4.2. We reserve the right to refuse hypertext links to, or addresses of, other web sites from Your web pages, and to remove links or web addresses without notice at Our sole discretion; and also reserve the right to change or charge for hypertext links at any time. Except as otherwise set forth herein, You may not use Our or Our affiliates' business names, including but not limited to HealthCost.com, HealthCost NetworksSM, or WAM Health Technologies without Our prior written authorization.

4.3 Limited License to Use the HealthCost.com Website. You are granted a limited, revocable, non-exclusive license to access the HealthCost.com website, in accordance with the Terms of Service posted on the HealthCost.com website (the "Terms of Service"). Any use of the HealthCost.com website that is not consistent with this Agreement and the Terms of Service or as otherwise authorized by us in writing is expressly prohibited.

4.4 No Other Rights Transferred. Each party acknowledges that, except as otherwise set forth specifically in this Article 4, nothing contained in this Agreement transfers to the other party any right, title or proprietary interest (including without limitation any intellectual property rights), in any part of a party's intellectual property.

5. Standards for Provision of Services.

5.1 Standard of Care. All Services that You or Your employees or contractors furnish to Consumers shall be furnished by professional personnel qualified by licensure, training, or experience to furnish services in a manner consistent with generally accepted clinical standards, and with the ethical standards governing Your profession or business, as applicable.

5.2 Licensure and Compliance. You represent and warrant that You and each of Your employees or contractors who furnishes Services is and shall remain licensed or registered to practice medicine or other professional service, if applicable; as required by Applicable Law. You further represent and warrant that none of You or Your employees or contractors who furnishes Services is prohibited from furnishing services to Medicare or Medicaid beneficiaries.

5.3 Nondiscrimination. You agree that You, and each of Your employees or contractors who furnish Services to Consumers shall not differentiate or discriminate in its provision of Services because of race, color, ethnic origin, national origin, religion, sex, marital status, health status, sexual orientation, sexual preference, income, disability, age, source of payment or status as a Consumer.

5.4 Confidential Medical Records. medical records shall be maintained as confidential in accordance with applicable state and federal laws. The release, disclosure, removal, or transfer of such records shall be governed by applicable law.

5.5 Consumer Choice and Communications. You agree to work cooperatively with

Consumers to assist them in obtaining the Services they require from health care Providers that they prefer. Unless prohibited by any contract that You may have with a Payer, this would include informing Consumers who have health care coverage from a Payer, upon request, whether Your contracted rates with the relevant Payer are less than Your HealthCost Rates. Nothing in this Agreement is intended to limit Your right or ability to communicate with a Consumer regarding the Consumer's health condition and treatment options.

6. General Terms.

6.1 Authority. You represent and warrant that You and person You identified as the administrator of Your account have the legal power and authority to enter into this Agreement on Your behalf and on behalf of all of the facilities, employees and contractors whose identity You claimed on the HealthCost.com provider portal and/or who furnish Services to Consumers under this Agreement.

6.2 Noninterference with Medical Care. Nothing in this Agreement is intended to create (nor shall be construed or deemed to create) any right for Us or any Payer to intervene in any manner in the methods or means by which You render health care services or procedures to Consumers. Nothing herein shall be construed to require You or Your employees or contractors to take any action inconsistent with professional judgment concerning the medical care and treatment to be rendered to Consumers.

6.3 Professional Liability Coverage. You agree to maintain in effect a professional liability insurance policy and other insurance as shall be necessary to insure You and Your employees and contractors who furnish Services to Consumers at any time during the term of this Agreement. The amounts and limits of such professional liability insurance shall be consistent with standards in Your community. You agree to provide evidence of such insurance coverage to HealthCost.com on request. This obligation shall survive termination of this Agreement, and if applicable, requires You to obtain appropriate tail coverage.

6.4 Independent Contractors. The parties acknowledge and agree that they are independent contractors. Neither party is an employee or agent of the other.

6.5 Compliance with Applicable Law. You agree to comply with the requirements of applicable law applicable to Your professional practice, practice entity, and/or facility.

6.6 Governing Law. This Agreement shall be governed by and construed in accordance with the applicable federal laws and regulations and the laws of the state of Delaware; provided, however that solely to the extent required by applicable state law with respect to Payers, this Agreement shall be governed by and construed in accordance with laws of the state in which Services are furnished.

6.7 No Assignment. Neither party may assign this Agreement without consent of the other party, except that either may assign this Agreement to an entity related to such party by ownership or control or to any successor organization without prior written consent of the other party. Any attempt to assign this Agreement in violation of this Section 6.7 shall be null and void *ab initio*.

6.8 No Waiver. No waiver by either Party of any breach or violation of any provision of this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provisions.

6.9 Force Majeure. Neither Party shall be liable for nor deemed to be in default for any delay or failure to perform under this Agreement deemed to result, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquake, flood, failure of transportation, strikes or other work interruptions by either Party's employees, or any other cause beyond the reasonable control of either party.

6.10 Notices. Any notice required, permitted, or desired to be given shall be deemed effectively given when personally delivered, sent by overnight courier, or sent by email addressed as follows:

6.10.1 If to You, to the address, including the email address set forth in Your Provider Profile.

6.10.2 If to Us, to: WAM Health Technologies, L.P. d/b/a HealthCost.com, 807 Ocean Boulevard Isle of Palms, SC 29451 questions@HealthCost.com

6.11 Severability. If any portion of this Agreement is found to be void, illegal, or unenforceable, the validity or enforceability of any other portion shall not be affected.

6.12 Third-Party Rights. This Agreement is entered into by and between the Parties and for their benefit. There is no intent by either Party to create or establish a third-party beneficiary status or rights in a third party to this Agreement, except for Consumers and Payers as such rights are expressly created and as set forth in this Agreement. Except for such parties, no such third party shall have any right to enforce or any right to enjoy any benefit created or established under this Agreement.

6.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Signatures to this Agreement which are distributed to the Parties via facsimile or other electronic means (including PDF and click to accept buttons) shall have the same effect as if distributed in original form to all Parties.

6.14 Entire Agreement/Incorporation by Reference. All exhibits or other documents or material referenced herein, including but not limited to the Terms of Service, are incorporated into this Agreement. This Agreement supersedes any prior agreements, promises, negotiation, or representations, either oral or written, relating to the subject matter of this Agreement.

6.15 Amendment. Except as otherwise provided herein, this Agreement may not be modified without the mutual agreement of the parties. Except as otherwise provided in this Section 6.15, You shall be deemed to have agreed to an amendment to this Agreement thirty (30) days following the date that an Amendment is delivered or deemed to have been given to You pursuant to Section 6.10 unless You terminate this Agreement pursuant to Section 7.2. The

previous sentence shall not apply to any amendment pursuant to which we offer You the opportunity to purchase products or services from Us or contracting third parties.

6.16 State and Federal Law Requirements.

6.16.1 This Agreement is intended to comply with all applicable state and federal laws and regulations relating to Our business and Your professional practice, practice entity and/or facility. This Agreement shall be deemed to be amended, automatically and without any action of the parties, to include any provision required by applicable state or federal laws or regulations.

6.16.2 We will make good faith efforts to provide legal addenda to this Agreement to incorporate required provisions of state or federal laws and regulations relating to Our business, and such legal addenda are hereby incorporated into this Agreement. legal addenda, if required, can be found on the HealthCost.com provider portal. We may adopt and implement legal addenda at any time after the Effective Date of this Agreement to comply with state or federal laws and regulations relating to this Agreement; such legal addenda will become effective for providers in the applicable jurisdiction on thirty (30) days notice.

6.17 Survival of Terms. Notwithstanding anything else to the contrary herein, the following terms of this Agreement shall survive termination of this Agreement for any reason: 2.6, and with respect only to Services for which a Consumer has Locked in a HealthCost Rate prior to termination, Articles 3 and 5.

7. Term

7.1 This Agreement shall commence on the Effective Date and extend until 11:59 pm on December 31 of each calendar year. Thereafter, unless terminated or non-renewed in accordance with Article 7, this Agreement shall automatically renew for additional one year terms.

7.2 Your Rights to Terminate. You may terminate this Agreement at any time by clicking the Leave Network button on the HealthCost.com provider portal, or as otherwise provided on the HealthCost.com provider portal. Termination will be effective within one (1) business day after We receive the notice of termination.

7.3 HealthCost NetworksSM Right to Terminate. HealthCost Networks has the right to terminate this Agreement by providing you with at least thirty (30) days advance notice; provided that We will not terminate this Agreement solely to narrow the network.

7.4 Effect of Termination. Termination will be effective upon the later of (i) one (1) business day following the date the notice of termination is received or (ii) the date specified in the notice of termination; provided, however, that if one or more Consumers has Locked in a HealthCost Rate at any time prior to the effective date of termination, then this Agreement will be continue to be effective with respect to such Consumers until such time as the Consumer receives the service for which the HealthCost Rate has been Locked In.

8. Dispute Resolution. If you have any questions, or desire to dispute any determination or action by HealthCost NetworksSM, contact us at questions@HealthCost.com. The parties agree to use good faith efforts to resolve any disputes informally. Any and all disputes between the parties that cannot be resolved informally shall be resolved by litigation in the state or federal courts located in New Castle County, Delaware.

8.1 Waiver of Jury Trial. THE PARTIES AGREE THAT THE TRIER OF FACT IN ALL LITIGATION BETWEEN THEM SHALL BE A JUDGE; AND THAT BOTH PARTIES KNOWINGLY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY.

8.2 No Class Actions. YOU AGREE THAT YOU WILL NOT BECOME A PLAINTIFF OR OTHERWISE PARTICIPATE IN A CLASS ACTION AGAINST US OR OUR AFFILIATES.

8.3 No Consequential Damages. To the maximum extent permitted by law, in no event shall either Party be liable to the other for any special, incidental or consequential damages (including, without limitation, loss of profits, revenues or data), whether based on breach of contract, tort (including negligence) or otherwise, whether or not that Party has been advised of the possibility of such damage.

8.4 Limited Liability. Except for matters involving gross negligence or willful misconduct, the liability of any party for damages or alleged damages hereunder, whether in contract, tort or any other legal theory, is limited to, and will not exceed, the amount of payment which such party has received pursuant to this Agreement, and any Lock In Transaction.

10. Definitions

“Consumer” means a person who is a member of Our Discount Health Plan

“Consumer’s Payer” means the insurance company, HMO, self funded employer or other similar organization that has agreed to provide or arrange for Covered Services to the Consumer.

“Covered Services” means the Services that a Payer has agreed to provide, arrange for, or pay for under a particular Consumer’s Health Benefit Plan, subject to the terms and conditions of the Payer’s applicable Health Benefits Plan.

“Eligible Services” are Services that We determine are eligible for the Lock In as set forth in the Terms of Service on the HealthCost.com website. Unless we determine otherwise, in our sole discretion, Eligible Services are Services, (i) for which a Provider has posted a HealthCost Rate on the HealthCost.com website, and (ii) the cost of which is entirely (a) not covered by insurance or any federal or state health program, such as Medicare, Medicaid or TriCare, or (b) within the deductible portion of a Consumer’s insurance coverage.

“HealthCost NetworksSM” means the network of health care providers that have contracted with Us to furnish services to Consumers and to charge Consumers the HealthCost Rates for Eligible Services.

“Lock In” means the process described in Section 3 of this Agreement by which a Consumer confirms that You will charge the HealthCost Rate for specific services.

“Party” means You or Us.

“Provider” means any person, entity or facility that is licensed or otherwise authorized by a State to furnish health care services to Consumers.

“Provider Account” means the identity that You use to transact business on the HealthCost.com website.

“Provider Profile” means the demographic and other information that You enter about yourself relating to your Your Provider Account.

“HealthCost Rate” means the fee for Your Services that You have entered on the HealthCost.com website that You have agreed to charge to Consumers for Eligible Services.

“Services” means the healthcare services that You (i) are authorized to furnish under the scope of Your license, registration or certification and (ii) are within the scope of Your professional practice and/or the services that You furnish at Your facility, as applicable.

“User” means persons who use the HealthCost.com website, including, but not limited to Consumers.

IN CONSIDERATION OF THE PROMISES SET FORTH HEREIN, THE PARTIES HAVE ENTERED INTO THIS AGREEMENT IN THE MANNER AND AS OF THE DATE SET FORTH ABOVE.

You
By checking the box
indicating agreement to the terms
and conditions of this Agreement
and Clicking the Join Network Button

WAM Health Technologies, L.P.

Robert J. Moses, Limited Partner