

Provider Agreement

Authorized Provider Terms, Obligations & Compliance Requirements

Effective Date: February 20, 2026

This Provider Agreement ("Agreement") is entered into between Preventa Wellness, LLC, an Arizona limited liability company ("Preventa"), and the undersigned provider ("Provider"). This Agreement governs the terms under which Provider may offer Preventa Wellness assessments to its clients.

1. Recitals

Preventa operates a wellness platform (the "Service") that generates algorithm-based wellness scores and lifestyle insights. The Service is NOT a medical product, NOT a medical service, and does NOT provide medical diagnosis or treatment. Provider wishes to offer the Service to its clients under the terms of this Agreement.

2. Provider Obligations

Provider agrees to the following obligations at all times during the term of this Agreement:

- Present and describe Preventa EXCLUSIVELY as a wellness service. Provider shall not characterize Preventa as a medical product, medical service, diagnostic tool, or clinical system under any circumstances.
- NOT claim, suggest, or imply that Preventa can diagnose, treat, cure, or prevent any disease or medical condition.
- NOT use clinical or medical terminology (including but not limited to the prohibited terms in Section 3) when presenting, marketing, or discussing Preventa with clients, patients, staff, or any third party.
- Display Preventa's official wellness disclaimer visibly in the office, clinic, or assessment area where Preventa assessments are conducted.
- Use ONLY Preventa-approved marketing materials, brochures, scripts, and language when promoting or describing the Service.
- Ensure that ALL staff members, employees, contractors, and agents who discuss, market, or administer Preventa assessments are trained on and comply with these guidelines.

3. Approved vs. Prohibited Language

The following table provides examples of approved and prohibited language when discussing Preventa with clients, in marketing materials, or in any public-facing communication. This list is illustrative, not exhaustive.

APPROVED LANGUAGE	PROHIBITED LANGUAGE
wellness assessment	medical test
lifestyle insights	diagnosis
habit optimization	detects disease
wellness score	clinical results
algorithm-estimated indicator	prescribed
wellness benchmarks	treatment
preventive wellness	prevents [any disease]
how your habits compare	your risk of [condition]

4. Participant Consent Requirement

- Provider MUST obtain a fully executed Preventa Participant Agreement from EVERY client before conducting or permitting a Preventa Wellness assessment.
- Provider must retain signed copies of all Participant Agreements for a minimum of three (3) years from the date of execution.
- Provider must provide copies of signed Participant Agreements to Preventa upon written request within ten (10) business days.

5. Financial Interest Disclosure & Voluntary Participation

If Provider or any of its owners, officers, directors, employees, or agents has a direct or indirect financial interest in Preventa Wellness, LLC (including but not limited to an ownership stake, investment, profit-sharing, or compensation arrangement), Provider MUST comply with the following:

- Disclose the financial interest to EVERY client in writing BEFORE administering a Preventa assessment. Where required by state law (e.g., Arizona A.R.S. 32-1401), Provider must use the applicable state medical board-prescribed disclosure form, dated and signed by the client or their guardian.
- Clearly inform each client that participation in the Preventa assessment is entirely VOLUNTARY and that declining will NOT affect the quality, availability, or scope of any medical care, treatment, or services the client receives.
- NOT condition, restrict, or in any way link medical care, treatment recommendations, appointment scheduling, or the provider-patient relationship to the client's decision to participate in or decline a Preventa assessment.
- Maintain a clear separation between medical services and the Preventa Wellness assessment. The assessment must NOT be presented as part of a medical examination or clinical care.
- Retain copies of all signed financial interest disclosure forms for a minimum of three (3) years and provide copies to Preventa upon request.

6. Training & Compliance

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Provider and all relevant staff must complete Preventa's orientation and training program before offering assessments to clients.

- When Preventa issues updated materials, guidelines, or training requirements, Provider must adopt and implement such updates within fourteen (14) days of receipt.

7. Indemnification

Provider agrees to indemnify, defend, and hold harmless Preventa Wellness, LLC, its officers, directors, employees, and agents from all claims, damages, losses, and expenses (including attorney's fees) arising from:

- Provider's misrepresentation of Preventa's services or unauthorized medical, diagnostic, or clinical claims about Preventa
- Provider's failure to obtain signed Participant Agreements or to disclose financial interests as required by Section 5 and applicable state law
- Provider's breach of any term of this Agreement or any third-party claims arising from Provider's acts or omissions

This indemnification survives termination of this Agreement.

8. Insurance

- Provider shall maintain professional liability (malpractice) insurance with minimum coverage of \$1,000,000 per occurrence and \$3,000,000 in the aggregate throughout the term of this Agreement.
- Provider's insurance shall be primary. Preventa's insurance, if any, shall be excess and non-contributing.
- Provider shall provide a certificate of insurance to Preventa upon request and shall notify Preventa within thirty (30) days of any material change to coverage.

9. Right to Audit

Preventa may audit Provider's marketing materials, signage, communications, and consent records at any time upon reasonable notice. Provider must correct any non-compliant materials within fourteen (14) days of written notice.

10. Termination

- Either party may terminate this Agreement with thirty (30) days' written notice to the other party.
- Preventa may terminate this Agreement IMMEDIATELY and without prior notice if Provider makes any medical, diagnostic, or clinical claims about Preventa's services, or if Provider otherwise materially breaches this Agreement.
- Upon termination, Provider must immediately cease all use of Preventa's name, logo, branding, trademarks, marketing materials, and intellectual property.
- Provider must return or securely destroy all Preventa materials within fourteen (14) days of termination and provide written confirmation of such return or destruction.

11. Data Handling

- Provider must not retain client assessment data beyond what Preventa provides in the normal course of the Service.
- Provider must comply with Preventa's Privacy Policy for all client data accessed through or in connection with the Service.
- Provider must not sell, rent, license, or share client data with any third party for any purpose.

Provider acknowledges and agrees that Preventa may share client assessment data with its affiliated entities, subsidiaries, and related companies for the development and delivery of additional products and services, as authorized by each client's signed Participant Agreement.

12. Non-Solicitation

During the term of this Agreement and for a period of twelve (12) months following its termination, Provider shall not directly or indirectly use Preventa's client lists, client data, or proprietary information to market, promote, or offer any competing wellness assessment services.

13. Entire Agreement & Amendments

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. Any legal action or proceeding arising under this Agreement shall be brought exclusively in the state or federal courts located in Maricopa County, Arizona, and the parties hereby consent to the personal jurisdiction of such courts.

PROVIDER SIGNATURE

Provider Printed Name

Title

Practice / Business Name

Business Address

Provider Signature

Date (MM/DD/YYYY)

PREVENTA WELLNESS REPRESENTATIVE

Representative Printed Name

Representative Signature

Date (MM/DD/YYYY)