



## Independent Contractor Terms and Conditions

The Company and the Contractor may be referred to individually as a “**Party**” and collectively as the “**Parties.**” An individual engaged through the Company for whom the Contractor is to provide services is referred to as “the Client.”

### 1. Purpose and Nature of Relationship

- 1.1 The Company is engaged in the business of connecting clients with and to independent wellness and healthcare navigation professionals through its digital platform. The Company does not provide medical and/or healthcare navigation, practice medicine, does not diagnose, treat, prescribe, or provide medical advice, and does not establish provider patient relationships.
- 1.2 **No Treatment or Medical Advice.** Contractor shall not diagnose conditions, prescribe medications, recommend or determine courses of treatment, perform clinical procedures, or otherwise provide medical care or medical advice. All medical decisions remain solely with the Client and the Client’s treating providers.
- 1.3 **No Provider-Patient Relationship.** The Parties expressly agree that Contractor does not enter into a provider-patient relationship with any Client by virtue of performing the Services under this Agreement.

### 2. Scope of Permitted Services

- 2.1 Contractor may:
  - a) Attend medical appointments as a support person or advocate;
  - b) Translate medical terminology into plain, non-clinical language;
  - c) Assist clients in formulating questions for treating providers;
  - d) Help clients understand instructions already given by their providers; and
  - e) Provide general educational information that is **not individualized medical advice.**

## 2.2 Contractor **shall not**:

- a) Diagnose or treat any condition;
- b) Recommend or evaluate treatment options;
- c) Interpret diagnostic tests, imaging, or laboratory results;
- d) Prescribe medications or therapies;
- e) Provide second opinions;
- f) Communicate with providers as a treating clinician; and
- g) Exercise independent clinical judgment for Clients.

## 3. **Professional Judgment**

### 3.1 **No Medical Direction by Company.**

The Company does not and shall not direct, supervise, or control any medical or clinical judgment

### 3.2 **Escalation Requirements.**

If a Client seeks medical advice or clinical interpretation, Contractor must immediately redirect the Client to his/her treating healthcare provider.

## 4. **Independent Contractor Status**

4.1 **Independent Contractor; Intent of the Parties.** Contractor is, and shall remain, an independent contractor and not an employee, agent, partner, joint venturer, or representative of the Company.

4.2 **Freedom from Control.** Contractor is free from the control and direction of the Company in connection with the performance of the Services, both under this Agreement and in fact. The Company may specify compliance requirements and client experience standards but shall not control the manner, means, schedule, or methodology by which Contractor performs the Services.



- 4.3 **Services Outside the Company's Usual Course of Business.** Contractor acknowledges that the Company, by its digital platform, connects individuals with and to independent healthcare professionals, is not a medical practice, does not provide medical care, diagnosis, or treatment, or healthcare navigation or interpretation services. Contractor's professional services are outside the Company's usual course of business which is limited to care coordination, facilitation, and consumer support services.
- 4.4 **Independently Established Trade or Business.** Contractor is customarily engaged in an independently established profession or business of the same nature as the Services, holds all required professional licenses, provides similar or related services to other entities or individuals.
- 4.5 **No Authority.** Contractor has no authority to bind the Company or incur obligations on the Company's behalf.
- 4.6 **Taxes and Benefits.** Contractor is solely responsible for all federal, State, and local taxes and withholdings and is not eligible for any Company benefit plans, workers' compensation coverage, or unemployment insurance.
- 4.7 **Control of Work.** Subject only to applicable law and Company compliance policies, Contractor retains sole discretion over the manner and means of performing the Services.

## 5. Licensure, Qualifications, and Compliance

- 5.1 **Licensure.** Contractor represents and warrants that Contractor holds, and shall maintain throughout the Term, all licenses, certifications, and registrations required to perform the Services in the State of Illinois.
- 5.2 **Standard of Conduct.** Contractor shall perform the Services in a professional and ethical manner consistent with generally accepted standards applicable to Contractor's profession.
- 5.3 **Legal Compliance.** Contractor shall comply with all applicable federal and Illinois laws and regulations, including but not limited to laws relating to healthcare practice, confidentiality, fraud and abuse, and consumer protection.



## 6. Contractor Acknowledgment and Attestation

Contractor hereby acknowledges, represents, and agrees as follows:

- 6.1 **No Medical Care or Advice.** Contractor shall not diagnose, treat, prescribe, recommend treatment, or provide medical advice to any Client. Contractor's role is strictly limited to non-clinical healthcare facilitation and interpretation of information communicated by a Client's treating providers.
- 6.2 **Client Autonomy.** All medical decisions are made exclusively by the Client in consultation with the Client's treating physicians and licensed healthcare providers. Contractor shall not influence, override, or substitute professional judgment.

## 7. Compensation

- 7.1 **Fees.** Contractor shall be solely responsible for negotiating his/her fees for the Services to be provided to the Client and may accept or reject any Client's request for services in his/her exclusive discretion. When Contractor and a Client agree on the fee for services, Contractor shall advise the Company of the services to be provided and the fee therefor.
- 7.2 **Expenses.** Except as expressly approved in writing by the Company, Contractor shall bear all expenses incurred in performing the Services.
- 7.3 **No Guarantees.** The Company does not guarantee any minimum number of assignments or minimum level of compensation.
- 7.4 **Risk of Loss.** Contractor shall bear all risk of loss if Contractor's negotiated fee with the Client underestimates the time and effort required to provide the Services on the Client's behalf as well as the risk of collection of said fee.

8. **Confidential Information.** Contractor shall maintain the confidentiality of all non-public information regarding the Company, its Clients, and its business operations as set forth in Exhibit A ("Confidentiality and Data Compliance Addendum") attached hereto.

9. **Insurance.** Contractor shall maintain, at Contractor's own expense, professional liability insurance in commercially reasonable amounts customary for Contractor's profession and shall provide proof of coverage to the Company upon request.

## 10. Term and Termination

- 10.1 **Term.** This Agreement shall commence on the Effective Date and continue until terminated as provided herein.
- 10.2 **Termination Without Cause.** Either Party may terminate this Agreement upon thirty (30) days' written notice to the other Party.
- 10.3 **Termination for Cause.** The Company may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement, loses required licensure, or engages in conduct that, in the Company's reasonable judgment, poses legal, regulatory, or reputational risk.
- 10.4 **Compensation After Termination.** Contractor shall be paid any fees earned but not yet paid prior to the effective date of termination of this Agreement.

## 11. Protection of Platform Integrity and Non-Circumvention

- 11.1 **Exclusive Relationship.** For a period of 12 months following the date of the first introduction between a Client and Contractor on the Company's platform (the "Exclusivity Period"), all service engagements and payments between said parties must be processed exclusively through the Company.
- 11.2 **Prohibition of Direct Payments.** Contractors are strictly prohibited from soliciting or offering Clients payments for services outside of the Company's platform. This includes, but is not limited to: payments made via cash, check, Venmo, Zele, or any other third-party payment processor not integrated into the Company's system.
- 11.3 **Reporting Requirement.** If a Contractor is prompted by another party to engage in "off-platform" transactions or to share personal contact information (email, phone number, social media) for the purpose of bypassing the platform's fee structure, the Contractor must notify "MyCare Mentors Support" immediately.



11.4 **Consequences of Circumvention.** The Company reserves the right to take the following actions upon discovery of a breach of this section:

- Immediate and permanent suspension of both the Contractor's and Client's account.
- Forfeiture of any pending payouts or credits currently held by the Company's platform.

11.5 **Service Protection Waiver.** Contractor acknowledges that by arranging services outside of the Company, they voluntarily waive all rights to platform provided benefits.

## 12. **Indemnification**

Contractor shall indemnify, defend, and hold harmless the Company and its members, managers, officers, and employees from and against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Contractor's breach of this Agreement, (b) Contractor's acts or omissions in performing the Services, or (c) Contractor's violation of applicable law.

## 13. **Limitation of Liability**

To the maximum extent permitted by Illinois law, in no event shall the Company be liable to Contractor for any indirect, incidental, special, consequential, or punitive damages arising out of or related to this Agreement, regardless of the theory of liability.

## 14. **Dispute Resolution; Arbitration; Jury Waiver**

14.1 **Mandatory Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement or the Services shall be resolved exclusively by binding arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, conducted in Sangamon County, Illinois.

14.2 **Waiver of Jury Trial.** EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT.



14.3 **Class and Collective Action Waiver.** All claims shall be brought on an individual basis only. The Parties waive any right to bring or participate in any class, collective, or representative action.

14.4 **Governing Law.** Illinois law governs this Agreement, without regard to conflict-of-laws principles.

15. **1099 and Recordkeeping Compliance**

15.1 **IRS Classification.** Contractor acknowledges that the Company will issue an IRS Form 1099-NEC and that no taxes will be withheld.

15.2 **Business Records.** Contractor shall maintain independent business records, insurance, licenses, and marketing materials consistent with independent contractor status.

16. **Miscellaneous**

16.1 **Assignment.** Contractor may not assign this Agreement without the Company's prior written consent.

16.2 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements or understandings.

16.3 **Amendments.** If any provision is held unenforceable, the remaining provisions shall remain in full force and effect.



## EXHIBIT A

### Confidentiality and Data Compliance Addendum

This Confidentiality and Data Compliance Addendum (“**Addendum**”) is incorporated into and made part of the Independent Contractor Agreement (the “**Agreement**”) between MyCare Mentors, Inc. (“**Company**”) and \_\_\_\_\_ (“**Contractor**”).

This Addendum governs confidentiality and statutory compliance only and **does not create, and shall not be interpreted to create, any right of the Company to control the manner or means by which Contractor performs services.**

#### 1. Independent Contractor Acknowledgement

Contractor acknowledges and agrees that:

- (a) Contractor is customarily engaged in an independently established trade, occupation, or profession;
- (b) Contractor retains sole and exclusive control over the manner, means, methods, scheduling, and personnel used to perform services under the Agreement; and
- (c) The Company’s interests under this Addendum are limited to protection of legally regulated information and compliance with applicable law, and **do not constitute direction, supervision, or control over Contractor’s services.**

#### 2. Confidential Information

“**Confidential Information**” means non-public information disclosed by Company clients that Contractor may access incidentally in connection with the services, including business information, personal data, **Protected Health Insurance (“PHI”), Mental Health Information, and Genetic Information.**



### **3. Limited Use Obligation**

Contractor shall use Confidential Information **solely to the extent incidentally necessary** to perform services under the Agreement and not for the primary purpose of delivering medical, mental health, genetic, or clinical services on behalf of the Company. Contractor shall not represent to any third party that Contractor is providing healthcare services on behalf of the Company.

### **4. HIPAA Compliance (Non-Control Framework)**

To the extent Contractor creates, receives, maintains, or transmits PHI on behalf of the Company, Contractor shall comply with HIPAA as a **Business Associate**, provided that:

- (a) Contractor determines the operational methods used to comply with HIPAA;
- (b) The Company does not supervise, train, or direct Contractor's HIPAA compliance activities; and
- (c) Compliance obligations arise solely by operation of law and not by Company control.

### **5. Illinois Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110)**

Contractor acknowledges that Mental Health information is subject to heightened confidentiality protections and shall not use or disclose such information except as permitted by 740 ILCS 110 or pursuant to a valid authorization or court order that satisfies statutory requirements.

### **6. Illinois Genetic Information Privacy Act (410 ILCS 513)**

Contractor shall not collect, use, disclose, or retain Genetic Information except as expressly permitted by 410 ILCS 513. Contractor's compliance with 410 ILCS 513 shall be implemented using Contractor's own systems, policies, and professional judgment, without Company control or oversight.



## 7. Safeguards

Contractor shall implement safeguards reasonably designed to protect Confidential Information from unauthorized use or disclosure. **The Company does not prescribe specific safeguards, technologies, training, audits, or procedures**, and Contractor retains discretion over how such safeguards are achieved.

## 8. Incident Notification

Contractor shall notify the Company **without unreasonable delay and in no event later than five (5) business days** after discovery of any:

- (a) Breach of Unsecured PHI;
- (b) Unauthorized disclosure of Mental Health Information;
- (c) Unauthorized disclosure of Genetic Information; or
- (d) Security Incident involving Confidential Information.

Notification obligations are intended solely to allow the Company to meet its independent legal obligations and **do not confer audit, disciplinary, or supervisory authority** over the Contractor.

## 9. No Training, Monitoring, or Audits

The Company shall not require Contractor to attend training, submit to monitoring, or participate in audits related to confidentiality or data compliance, except to the extent strictly required by applicable law or governmental order.

## 10. Return or Destruction

Upon termination or expiration of the Agreement, Contractor shall securely destroy Confidential Information to the extent feasible. If not feasible, Contractor shall continue to protect such information in accordance with applicable law, using Contractor's own methods and discretion.



## 11. Survival; Remedies

The obligations in this Addendum survive termination or expiration of the Agreement. The parties agree that remedies available for breach are those available at law or in equity, **without creating any right of ongoing supervision or control** by the Company.