

Allied Help — Health Care Professional Agreement

Last Revised: July 22, 2024

This Health Care Professional Agreement (“**Professional Agreement**” or the “**Agreement**”) is entered into by and between all users who are independent third-party providers of medical services (including independent contractor nurses and medical technicians) (“**Professionals**,” “**you**,” or “**your**”) and Ascension Medical Technologies LLC, a Arizona corporation, (“**Allied Help**,” “**we**,” “**us**,” or “**our**”). The following terms and conditions, together with any other agreements they expressly incorporate by reference, govern your access to and use of our (i) website, <https://alliedhelp.net> (“**Website**”) and all affiliated mobile applications (“**Mobile Apps**”); (ii) the services and resources available or enabled via our Website and Mobile Apps, including services provided by Stripe, Inc. (“**Stripe**”) and its affiliates (“**Services**”); and (iii) all content, including designs, graphics, text, illustrations, icons, multimedia, and other material that can be seen or read, and all related code (“**Content**”) (collectively, the Website, Mobile Apps, Services, and Content are referred to as “**Platform**”), whether as a guest or a registered user.

Please read this Professional Agreement carefully before you start to use our Platform, whether you access it from our Website, Mobile Apps, or any other access point we may make available. By using the Platform or by clicking to accept or agree to this Agreement when this option is made available to you, you accept and agree to be bound and abide by this Agreement. In addition, under this Agreement you will be utilizing a “custom account” established through Stripe. Therefore, you also agree to the terms of the Stripe Connected Account Agreement which governs your use of Stripe Connect Services. BY AGREEING TO THIS AGREEMENT IN THE MANNER SPECIFIED, OR BY ACCESSING OR USING THE PLATFORM OR ANY ALLIED HELP SERVICE, YOU ACCEPT THIS AGREEMENT. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCEPT AND YOU MUST NOT ACCESS OR USE THE ALLIED HELP PLATFORM.

IMPORTANT: PLEASE BE ADVISED THAT THESE TERMS, INCLUDING THE ARBITRATION AGREEMENT (SEE SECTION 6 BELOW), CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN PROFESSIONALS AND ALLIED HELP (INCLUDING ITS RELATED AND AFFILIATED COMPANIES) CAN BE BROUGHT. PLEASE REVIEW THE ARBITRATION AGREEMENT CAREFULLY AS IT REQUIRES PROFESSIONALS TO RESOLVE ALL DISPUTES WITH ALLIED HELP ON AN INDIVIDUAL BASIS AND, WITH LIMITED EXCEPTIONS, THROUGH FINAL AND BINDING ARBITRATION. BY ENTERING INTO THIS AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.

Terms not defined herein have the meaning ascribed to them in our Terms of Service available at <https://alliedhelp.net/website-policy> (“**TOS**”). Our TOS is incorporated into the terms of this Agreement. In the event of any conflict between the terms or conditions of our TOS and this Agreement, the terms and conditions of this Agreement shall control.

This Professional Agreement is subject to change by us in our sole discretion at any time. However, such changes will not apply to arbitrations pending at the time the change is

made. Please regularly check our Website or Mobile Apps to view the current Agreement. When we make changes, we will update the “**Last Revised**” date at the top of this Agreement and make the revised Agreement available on the Website and Mobile Apps. The Agreement will be effective: (i) immediately for Professional Users (as defined below) registering after such changes have been implemented, or (ii) 30 days after posting notice of such changes on our Website or Mobile Apps for Professional Users who have previously used our Platform (and thus agreed to the terms of any changes). We may require you to provide consent to the updated Agreement in a specified manner before we permit further use of our Platform. If you do not agree to any change(s) after receiving a notice of such change(s), please stop using our Platform. Otherwise, your continued use of our Platform constitutes your acceptance of such change(s).

1. Allied Help is an Online Venue.

Our Platform provides a digital marketplace that connects Professionals who are willing to fill short-term staffing positions with independent, third-party institutional providers of medical services (“**Facility**” or “**Facilities**”) that seek to contract with Professionals for short-term staffing positions for the provision of health care services (“**Professional Services**”). Each Facility’s request for Professional Services submitted on our Platform is referred to as a “**Request.**” Collectively, Professionals and Facilities are our “**Users,**” and individually, Professionals are “**Professional Users**” and Facilities are “**Facility Users.**” The Allied Help Platform also provides a medium for Facilities and Professionals to communicate and contract with one another and to facilitate compensation from Facilities to Professionals for Professional Services. When a Facility submits a Request, and a Professional accepts that Request, the Facility User and Professional User enter into an agreement with each other. You acknowledge and agree that Allied Help is not a party to your agreement with a Facility and we disclaim all liability arising from or related to any such agreements between you and Facilities except as related to the Services provided pursuant to this Agreement. You acknowledge and agree that Allied Help does not and cannot guarantee that a Facility will engage you to fulfill a Request and to perform Professional Services.

You also agree and acknowledge that Allied Help does not:

- a. Provide or request Professional Services;
- b. Have or take any responsibility or liability for any Professional Services you provide to Facilities;
- c. Provide equipment, materials, or supervision to you;
- d. Supervise, direct, or control the manner, means, quality, timing, legality, or failure to provide Professional Services that you provide to Facilities;
- e. Have control over any aspect of any feedback or ratings provided by Users; or
- f. Have control over the integrity, responsibility, or any actions of any Users.

You acknowledge that the ability to request, and if applicable, provide healthcare services to or for a Facility in connection with the use of the Platform does not establish Allied Help as a provider of healthcare services and that neither Professionals nor Facilities are actual agents, apparent agents, ostensible agents, or employees of Allied Help in any way. You further acknowledge that any safety-related effort, feature, process, policy, standard, or

other effort that we undertake is solely in the interest of public safety (whether required by applicable regulations or not) and is not a factor indicating an employment or agency (actual, apparent, ostensible, or otherwise) relationship with you. We are not engaged in any activity that constitutes the practice of nursing or healthcare under applicable law, and we will not be responsible for, and will have no authority to perform and will not perform, any act that would constitute the practice of nursing or healthcare under applicable law.

2. Professional Responsibilities.

a. Registration.

To use our Services on the Platform, you will be required to register for and maintain an active User account (“**Account**”). You must be at least 18 years of age, or the age of legal majority in your jurisdiction (if different than 18), to obtain an Account. You cannot register for or maintain an Account if you do not reside in the United States or have previously been banned from accessing or using the Platform. Unless otherwise permitted by Allied Help in writing, you may only possess one Account.

You can create an Account by accessing our Website or Mobile Apps and by entering the information requested, such as your first and last name, email address, and the geographic area where you are willing to perform Professional Services (e.g., Los Angeles). To the extent that you receive or make payments through our Website or Mobile Apps, you also agree to provide the necessary consent and authorization to credit or debit your bank account. Once you enter the requested information you can complete the registration form, where you enter more information, such as your professional licensure information, relevant telephone numbers, experience, and other information requested. You will receive an email from us confirming your creation of an Account.

b. Registration Data.

You agree to provide true, accurate, current, and complete information as prompted by the registration form, including information regarding your health-care related licenses (e.g., Registered Nurse) (“**License**”) in each state where licensed, requisite educational degrees, and professional certifications (if any) (collectively, the “**Registration Data**”). You further agree to maintain and promptly update the Registration Data to assure that it is true, accurate, current, and complete any time you are using the Platform. We reserve the right to suspend or terminate your Account if you provide information that is untrue, inaccurate, not current, or incomplete, or we have reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete. You are responsible for all activity that occurs under your Account, and you shall maintain the security and secrecy of your Account username and password at all times.

For information about how we use your personal information in relation to your Registration Data, please see our Privacy Policy.

To the extent that you receive or make payments through our Website or Mobile Apps, you also agree to provide the necessary consents and authorizations to credit or debit your bank account.

c. Authorizations

Pursuant to and consistent with The Joint Commission’s (“**TJC**”) requirements and at the direction of each Facility, Allied Help shall verify your identity, competence, and credentials

(including licensure, work history, criminal background, and credentials) and any other relevant data, as needed, in relation to the Professional Services you perform on our Platform. Allied Help shall perform such investigations and screening either directly or indirectly through third-party vendors or service providers.

i) Criminal Background Checks.

Allied Help will perform local, state, and federal background checks on you, including criminal background checks for all jurisdictions of residence for the past seven years, and sex offender and violation records including the national sexual offender database, in accordance with all applicable laws (“**Criminal Background Checks**”). You authorize Allied Help to perform such Criminal Background Checks as needed in relation to establishing an Account and providing Professional Services to any Facility, including throughout the duration of any Request that you accept. You also authorize Allied Help to share the results of such Criminal Background Checks with any Facility where you have or are being considered for a Request or any other engagement, and you agree that such information may be used to deny or terminate you from such Request or engagement where appropriate under applicable law including the Green factors. For purposes of this section, the Green factors are the three factors endorsed by the Equal Employment Opportunity Commission and other civil rights agencies to assess whether a conviction should bar an applicant from a position. These three factors are: (1) The nature and gravity of the offense; (2) The time that has passed since the offense or conduct and/or completion of the sentences; and (3) The nature of the job held or sought. Nothing in this section shall be interpreted as authorizing or requiring Allied Help to perform any screening activities that violate the federal Fair Credit Reporting Act, Title VII of the Civil Rights Act of 1964, or any other applicable federal or state law.

ii) Education and Licensure Verification.

Allied Help, using primary or secondary sources including state licensure boards, will verify your education, Licenses (including Compact State Licensure and any advanced practice verification, if applicable), professional certification, and any additional registration or credentialing (e.g., DEA registration), as applicable and appropriate for the Professional Services to be provided (“**Education and Licensure Verification**”). You authorize Allied Help to perform such Education and Licensure Verification as needed in relation to establishing an Account and providing Professional Services to any Facility.

iii) Social Security Number Validation.

Allied Help will validate your social security number, which must be complete and documented prior to your provision of Professional Services to any Facility in fulfillment of a Request (“**Social Security Number Validation**”). You authorize Allied Help to perform such Social Security Number Validation, as needed, in relation to establishing an Account and providing Professional Services to any Facility.

iv) Previous Work Experience.

Allied Help may verify your relevant work and employment experience (“**Previous Work Experience Verification**”). You authorize Allied Help to perform such Previous Work Experience Verification as needed in relation to establishing an Account and providing Professional Services to any Facility.

v) No Exclusions or Sanctions.

Allied Help will verify that you are not listed on or added to the HHS Office of Inspector General's List of Excluded Individuals/Entities or the General Service Administration Excluded Parties List ("**Exclusions Verification**") at the time of on-boarding. You authorize Allied Help to perform such Exclusions Verification as needed in relation to establishing an Account and providing Professional Services to any Facility.

vi) Ongoing Checks and Verification.

For the duration of any Request that you accept, you authorize Allied Help, at Allied Help's expense, to continue to perform Criminal Background Checks and Education and Licensure Verification in conformity with this Agreement. You authorize Allied Help to perform these ongoing checks and verifications either directly or indirectly through third-party vendors or service providers.

vii) Additional Information as Required.

You agree to provide documentation and information as needed, upon Allied Help's request, to facilitate Criminal Background Checks, Education and Licensure Verification, Social Security Number Validation, Previous Work Experience Verification, Exclusions Verification, and ongoing checks and verification, as outlined herein.

viii) Adverse Action.

Allied Help may elect not to allow you to establish an account, accept a Request or use the Platform – or take any other action permitted under applicable law - based on its evaluation of the results of any checks or verifications performed under Subsections (c)(i) through (c)(vii), including any Criminal Background Check or Exclusion Verification.

d. Insurance.

As an independent contractor you are not an employee of Allied Help and are not covered by any insurance that may be provided by Allied Help to its employees, including, without limitation, health insurance, workers' compensation insurance, general liability insurance, and automobile liability insurance. You shall be solely and exclusively responsible to maintain your own insurance, including workers' compensation or occupational accident insurance. If you are injured while providing a Professional Service in the course and scope of a Request, you will not be covered by any workers' compensation insurance coverage that Allied Help may provide to its employees. Further, in the event that your actions or inactions cause an injury to a third party while you are providing a Professional Service in the course and scope of a Request, you will not be covered by any general liability, professional liability, or automobile liability insurance coverage that Allied Help may have. Allied Help makes no commitment to defend and/or indemnify you in such circumstances, and specifically denies such obligation. If you do not provide proof of professional liability and workers' compensation or occupational accident insurance, you may be charged a Trust and Safety Fee that will be paid towards Allied Help's professional liability and/or supplemental occupational accident insurance. By agreeing to this Agreement, you agree to pay this fee.

3. Staffing Requests.

a. Completed and Assignment Requests.

Each Request that you accept and fully perform to the satisfaction of the Facility is referred to as a “**Completed Request.**” Each Request that occurs on a recurring or regular basis (e.g., every day or certain days every week) is referred to as a “**Assignment Request.**”

b. How to Accept a Request.

For each Request, you shall review the required licensure; the nature and type of Professional Services required, including all competencies; and all additional details, including the start and end times, the location where the Professional Services must be performed, and estimated hours. By accepting a Request, you represent and warrant that you meet all requirements for such Request, including licensure, professional experience, and competencies, and are willing to perform the Professional Services in accordance with the timeframe, schedule, and location of the Request. If you do not meet all qualifications for a particular Request, you must not accept the Request. The terms of this Agreement shall apply to each Request that you accept through the Platform (“**Accepted Request**”), and each such Accepted Request shall be considered an addendum to this Agreement.

c. Non-Delegation of Requests.

You shall not assign, transfer, subcontract or delegate the performance of Professional Services to another health care professional. YOU SHALL IMMEDIATELY NOTIFY US IF ANOTHER USER SEEKS TO PAY OR ENGAGE YOU IN VIOLATION OF THIS SECTION.

d. Facility Cancellation of a Request.

A Facility may cancel an Accepted Request any time prior to the commencement of Professional Services, in which case the Facility will typically provide notice to any Professional who accepted the Request. Allied Help cannot guarantee that a Facility will not cancel an Accepted Request.

e. Professional Canceling an Accepted Request.

If you cancel an Accepted Request less than 24 hours before the start of the Accepted Request, your Account may be paused from accepting Requests for a period of time to be determined by Allied Help. See Allied Help’s Community Resources for additional information.

f. Facility Onboarding and Orientation.

The Facility shall be responsible for all matters related to your onboarding to fulfill a Request, including orienting you to the relevant unit, setting, and/or program-specific policies and procedures, including those related to medication management, if applicable, and applicable patient safety protocols. Such onboarding also may include, as desired or required by the Facility:

- 1) Completing a Facility application;
- 2) Meeting additional immunization or screening requirements;
- 3) Making additional acknowledgments or executing agreements (including those related to confidentiality and temporary personnel status);
- 4) Completing a Facility’s credentialing process;
- 5) Completing a Facility’s training; and
- 6) Using a Facility’s timekeeping equipment and complying with the Facility’s processes and procedures.

g. Timekeeping.

If required by a Facility, you must record all hours worked using the Facility's timekeeping systems. You also must record time using timekeeping features in the Allied Help Platform. However, in the event of any dispute, Allied Help's timekeeping data shall be considered accurate and the basis of a Facility's payment to you. Where requested, you must also provide a fully completed hard copy, hand-signed Nursing Staffing and Assignment Staffing Sheet per California Department of Health (CDPH Form 530) or any local jurisdictional equivalent.

h. Collaborative Responsibilities.

i. Incidents, Potential Claims, and Patient Safety Concerns.

You shall report the following incidents to Allied Help and the Facility if they arise out of or are related to the Professional Services that you provide to a Facility: (1) any adverse or sentinel event (including any reports for any reason to any licensing body); (2) any threatened or pending litigation or claims (including any request by counsel for any Allied Help personnel records); (3) any patient care or safety concerns or errors; and (4) any unanticipated deaths and other events, injuries, or safety hazards related to the health care services provided to patients (collectively, "**Incidents, Potential Claims, and Patient Safety Concerns**"). You can report any such Incidents, Potential Claims, and Patient Safety Concerns via our online form. You can also send an email to support@alliedhelp.net to have the form sent via email.

ii. TJC Office of Quality Monitoring.

You may contact TJC Office of Quality Monitoring directly at 800-994-6610 or by email (complaint@jointcommission.org) regarding any patient safety concerns. Allied Help and the Facility will not take any retaliatory and/or disciplinary action against any Professional who in good faith reports any safety or quality concerns to TJC.

iii. OSHA and CDC Regulations and Guidelines.

Pursuant to applicable law and TJC standards, you shall report to Allied Help any occupational safety hazards or events in which you are involved. You shall comply with all OSHA and Centers for Disease Control and Prevention ("**CDC**") regulations and guidelines concerning handwashing and occupational exposure to blood borne pathogens. You shall seek medical treatment as appropriate (e.g., ER or Occupational Health) following any work-related injury and/or exposure, in accordance with the policies and procedures of the Facility where the event occurred.

4. Professional Classification.

Facilities are responsible for deciding which Professionals they engage for Professional Services. Although Facilities require Professionals to undergo background checks and other verification processes, Allied Help makes no representations about and disclaims all liability associated with the suitability, reliability, and timeliness of the Professional Services you provide to Facilities and their patients. You agree that you are an independent contractor and not an employee of Allied Help. Allied Help does not set your work hours and location of work. Each Facility determines the final type and rate of compensation to be paid for any Request. Facilities shall not require an exclusive relationship between you and the Facility. You are free, at all times, to accept and perform Requests for any Facility, and to be employed by or otherwise engage with persons or businesses other than the Facility, including any competitor of the Facility. This Agreement does not create a

partnership or agency relationship between you and Allied Help. Allied Help does not have authority to enter into written or oral – whether implied or express – contracts on behalf of Facilities or Professionals. Any disputes related to the Professional Services must be resolved directly between you and Facilities.

5. Fees.

a. Fees for the Performance of Professional Services.

Allied Help shall remit to you the fees for the performance of the Professional Services, which shall be the “**Professional Fee**.” The following terms are applicable to the Professional Fee:

i) Unless you negotiate a different rate with the Facility, Allied Help calculates the estimated rate for a particular Request using base rates established through local market rates for the nature and type of Professional Services that you will perform adjusted based on a number of factors including the type of Professional required; whether the Request is an assignment or on-demand; location, competencies, and experience level required; and other factors. Facilities ultimately decide the rate they will pay for a particular Request (“**Facility Rate**”).

ii) The Facility Rate associated with each Request will be included as part of the Request listing, prior to the acceptance and performance of the Professional Services. The Facility Rate cannot be adjusted after you accept and begin performing the Professional Services for any particular Accepted Request.

iii) Extended Rate

Professional Services in California: Professionals providing Professional Services in California shall receive an enhanced fee (“**Extended Rate**”) of one and one half (1.5) times the hourly Facility Rate for working over eight but less than 12 hours in a Request.

Additionally, Professionals providing Professional Services in California shall receive an Extended Rate of two times the hourly Facility Rate for working over 12 hours in a Request.

Professional Services in Colorado: Professionals providing Professional Services in Colorado shall receive an Extended Rate of one and one half (1.5) times the hourly Professional Fee for working over 12 hours in a Request, in a single workday at the same time as the beginning of the work week.

Other Jurisdictions. Professionals in other jurisdictions may also be entitled to an Extended Rate if specified in the applicable Request. For the purposes of receiving the Extended Rate, a “workday” begins at 12:00 p.m. and ends at 11:59 a.m.

For clarity, Professional Services you provide at the same Facility in California, Colorado or other Facility eligible for an Extended Rate, for either one single Request (that crosses over a workday) or across multiple Requests within a single workday will apply for purposes of calculating the Extended Rate.

iv) Allied Help deducts a seven percent marketplace fee from the total sum of your earned Professional Fee of a Completed Request.

b. Payment Terms.

Allied Help shall remit the Professional Fee to you pursuant to the terms attached hereto as Appendix

1. All Professional Fees are in U.S. dollars, unless otherwise specified by Allied Help.

c. Taxes.

You are solely responsible for all tax returns and payments required to be filed with or made to any U.S. federal, state, or local tax authority with respect to your performance of Professional Services and receipt of Professional Fees under this Agreement. You agree to accept exclusive liability for complying with all applicable state and federal laws, including laws governing self-employed individuals, if applicable, such as laws related to payment of taxes, social security, disability, and other contributions based on Professional Fees paid to you by Facilities under this Agreement. Allied Help will not withhold or make payments for taxes, social security, unemployment insurance or disability insurance contributions, or obtain workers' compensation insurance on your behalf. Allied Help does not offer tax advice.

d. Non-Circumvention of Allied Help.

i. Non-Circumvention.

Our value rests in our thriving marketplace of Professionals and Facilities. You shall use the Allied Help Platform as the exclusive method for requesting and receiving payment for Requests that you secure through the Platform. Further, for 12 months from the date of the last Request you fulfilled ("**Non-Circumvention Period**"), you shall use the Platform as the exclusive method to: (A) request, make, and receive all payments for Professional Services from a Facility that you, at any time, engaged through the Allied Help Platform; and (B) engage directly or indirectly for Professional Services with any Facility that you first connected with through the Platform ("**Allied Help Relationship**"). For clarity, it is a violation of this Agreement during the Non-Circumvention Period (C) for a Facility to knowingly offer a payment of Professional Fees outside of the Platform for any Request found on our Platform; (D) for you to knowingly accept any such payment; or (E) for you to offer Professional Services to a Facility that you first engaged through the Platform, except through the Allied Help Platform or with Allied Help's prior written consent.

ii. Opting Out.

You may opt-out of the restriction in Section 5(d)(i) with respect to any Allied Help Relationship if you or the Facility first pay Allied Help an opt-out fee in an amount equal to 18% of the anticipated annualized salary or wages for one year if the Facility offers (or were to offer) you regular employment or per-diem ("**Opt-Out Fee**"). Allied Help, in its sole discretion, may determine whether you violated Section 5(d)(i). In the event a violation is identified, Allied Help or its affiliates may elect, in its sole discretion, to: (A) send you an invoice for the Opt-Out Fee (including interest), which you shall pay within 30 days; (B) terminate your Account and revoke your authorization to use our Platform; and/or (C) charge you for all losses, costs, and reasonable expenses (including reasonable attorneys' fees) related to investigating such breach and the collection of such fees. To pay the Opt-Out Fee, you must request instructions by sending an email message to support@alliedhelp.net.

iii. Ancillary Agreement.

You acknowledge and agree that the main business purpose of this Agreement is to commemorate the Services provided through Allied Help and its Platform, and that this Non-Circumvention section is ancillary, subordinate, and collateral to that main business purpose.

6. Arbitration Agreement.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS, INCLUDING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A MASS OR CLASS ACTION.

THE PARTIES AGREE THAT THIS ARBITRATION AGREEMENT IS THE SOLE AND EXCLUSIVE DISPUTE RESOLUTION PROVISION THAT APPLIES TO PROFESSIONALS AND SUPERSEDES ANY OTHER ARBITRATION AGREEMENT CONTAINED IN ANY OTHER AGREEMENT, INCLUDING THE ARBITRATION PROVISION CONTAINED IN THE TERMS OF SERVICE.

THIS ARBITRATION AGREEMENT IS INTENDED TO BE A COMPLETE AND EXCLUSIVE STATEMENT OF THE PARTIES' AGREEMENT WITH RESPECT TO THE SUBJECT MATTER HEREOF, AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS COMMUNICATIONS, REPRESENTATIONS, OR AGREEMENTS, WHETHER ORAL OR WRITTEN.

a. Exclusive Dispute Resolution Mechanism.

The parties agree that to the greatest extent permitted by applicable law, all disputes, claims, or controversies arising out of or relating to this Agreement, or the breach, termination, or invalidity hereof, whether based on contract, tort, statute, fraud, misrepresentation, or any other legal theory, (each, a “**Dispute**”) between the Parties (or their representatives, successors, or insurers) will be resolved under the provisions set forth in the sections below, which shall be the exclusive mechanism for resolving any dispute that may arise from time to time between the parties (“**Arbitration Agreement**”). THE PARTIES UNDERSTAND THAT BY AGREEING TO THESE TERMS, THEY ARE GIVING UP THE RIGHT TO A JURY TRIAL, TO FILE A LAWSUIT IN COURT AGAINST THE OTHER, AND THE RIGHT TO BRING A CLASS OR COLLECTIVE ACTION AGAINST THE OTHER IN COURT OR IN ARBITRATION, regarding any claims covered by this Arbitration Agreement. This section on arbitration applies to Allied Help and its related and affiliated companies, including but not limited to Allied Help’s past and present shareholders, directors, officers, employees, alleged agents, contractors, insurers, parent companies, subsidiaries, affiliates divisions, successors, and assigns.

b. Dispute Notice.

The Allied Help Help Center (<https://help.alliedhelp.net/en/>) is the first stop to find comprehensive answers to any issues and inquiries that you may encounter. You can also quickly find answers to questions by searching the Blog for articles at the top under our Resources tab. If the issue is not resolved by searching through the Help Center, our comprehensive customer success team can usually resolve the vast majority of your issues while providing friendly and efficient service. They are thoroughly trained on Allied Help’s Platform and how to provide a premium service experience. You can reach the customer success team by your Helpers’ account chat, email, or phone (<https://help.alliedhelp.net/en/articles/3291732-contact-us>). If the customer success team cannot resolve the Dispute and you would like to proceed with a claim, you must send a written notice to Allied Help of any Dispute (“**Dispute Notice**”). The Dispute Notice shall contain: (i) a written description of the claim or dispute, supporting information, and relevant documents; (ii) a statement of the proposed resolution or relief you are requesting; and (iii) your name and mailing address. Any Dispute Notice to Allied Help must be sent to Ascension Medical Technologies LLC, Attn: Legal Department, PO Box 80863 Phoenix, AZ

85060. Allied Help will assign your Dispute to a designated representative who will contact you to try to resolve the Dispute. You and Allied Help agree to work together in a good faith attempt to resolve the Dispute, and no litigation or arbitration may be commenced until 30 days after the Dispute Notice is received by Allied Help (the “**Dispute Resolution Period**”). This Dispute Notice provision is an express condition precedent to litigation or binding arbitration of any Dispute. Notwithstanding anything herein to the contrary, any dispute between the parties regarding whether the conditions precedent in this paragraph have been met shall be submitted for resolution to a court of competent jurisdiction.

c. Litigation or Arbitration as a Final Resort.

If the Parties cannot resolve the Dispute during the Dispute Resolution Period, then after the Dispute Resolution Period has expired, you may either (i) commence binding arbitration, or (ii) file an individual claim in small claims court in a court of competent jurisdiction if the amount of your claim does not exceed the applicable small claims court limitation. **THESE ARE THE EXCLUSIVE MECHANISMS FOR RESOLVING DISPUTES.**

d. Waiver of Class Action.

THE PARTIES AGREE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW THAT EACH MAY BRING CLAIMS AGAINST THE OTHER, WHETHER IN ARBITRATION OR COURT, ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, OR REPRESENTATIVE PROCEEDING. Further, unless the Parties agree otherwise, any appointed arbitrator may not consolidate more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding. Notwithstanding anything herein to the contrary, any dispute between the parties regarding whether this waiver of class, collective, and representative actions is unenforceable, unconscionable, illegal, void, or voidable shall be submitted for resolution to a court of competent jurisdiction. If there is a final judicial determination that any portion of this Section 6(d) is unenforceable or unlawful for any reason, (i) any class, collective, coordinated, consolidated, and/or representative claims subject to the unenforceable or unlawful portion(s) shall remain in a court of competent jurisdiction; (ii) the portion of the Class Action Waiver that is enforceable shall be enforced in arbitration or small claims court; (iii) the unenforceable or unlawful portion(s) shall be severed; and (iv) severance of the unenforceable or unlawful portion(s) shall have no impact whatsoever on the enforceability, applicability, or validity of the remaining sections and subsections of these terms or the arbitrability of any remaining claims asserted by any User or Allied Help.

e. California PAGA Individual Action Requirement.

The Parties agree to arbitrate California Private Attorney General Act (“**PAGA**”) claims on an individual basis only. Therefore, any claim by you under PAGA to recover civil penalties or other relief arising from alleged violations committed against you must be arbitrated under this Agreement. The arbitrator is without authority to preside over any PAGA claim you bring on behalf of other putative aggrieved employees or other claim joined by or consolidated with another person’s or entity’s PAGA claim. Notwithstanding anything herein to the contrary, any dispute between the parties regarding whether this California PAGA Individual Action Requirement is unenforceable, unconscionable, illegal, void, or voidable shall be submitted for resolution to a court of competent jurisdiction. This California PAGA Individual Action Requirement clause will be severable from this Agreement if there is a

final judicial determination that it is invalid, unenforceable, unconscionable, void, or voidable. In such case, the PAGA action must be litigated in a civil court of competent jurisdiction — not in arbitration — but the portion of the PAGA Individual Action Requirement that is enforceable will be enforced in arbitration.

f. Arbitration Rules and Governing Law.

For Disputes arising in California, the arbitration will be administered by ADR Services, Inc. (“**ADR**”) in accordance with ADR’s Arbitration Rules (the “**ADR Rules**”) in effect at the time that the claim is brought unless the parties agree otherwise in writing. The ADR Rules are available at www.adrservices.com or by searching for “ADR Arbitration Rules” using a service such as www.google.com or www.bing.com. The arbitration shall be heard by one arbitrator (the “**arbitrator**”) selected in accordance with the ADR Rules.

For Disputes arising outside of California (or for disputes arising in California only if ADR cannot or will not administer the arbitration), the parties shall be required to meet and confer to select a neutral arbitration provider. Such an arbitration provider shall have operations in the state where the Dispute arises. If the parties are unable to mutually agree upon an arbitration provider, then either party may invoke 9 U.S.C. § 5 to request that a court of competent jurisdiction appoint an arbitration provider with operations in the state in which the dispute arises. Any arbitration provider appointed by a court under 9 U.S.C. § 5 shall conduct arbitration solely on an individualized basis as set forth in this Section 6.

Once the parties mutually agree upon a neutral arbitration provider, or an arbitration provider is appointed under 9 U.S.C. § 5, the ensuing arbitration shall commence pursuant to the rules of the designated arbitration provider, except as designated herein. Once an arbitration provider is agreed upon or appointed, an arbitrator shall be appointed. The arbitrator will be either (1) a retired judge, or (2) an attorney licensed to practice law in the state where the arbitration is conducted with experience in the law underlying the dispute. The Parties will select the arbitrator from the applicable arbitration provider’s roster of arbitrators. If the parties cannot agree on an arbitrator after a good faith meet and confer effort, then the applicable arbitration provider will appoint the arbitrator in accordance with its rules.

Notwithstanding any choice of law or other provision in these terms, the parties agree and acknowledge that this Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. §1 et seq. (“**FAA**”), will govern its interpretation, enforcement, and proceedings. The parties intend to be bound by the FAA for all purposes, including interpretation, implementation, enforcement, and administration of this Agreement. The FAA and the arbitration provider’s rules shall preempt all state laws to the fullest extent permitted by law. If the FAA and applicable arbitration provider’s rules are found to not apply to any issue regarding the interpretation or enforcement of this Agreement, then that issue shall be resolved under the laws of the state where you reside when you accept these terms.

Any dispute, claim, or controversy arising out of or relating to incidents or accidents resulting in personal injury (including, but not limited to, sexual assault or harassment claims) that you allege occurred in connection with your use of the Platform, whether before or after the date you agreed to these terms, shall be governed by and construed in accordance with the laws of the state in which the incident or accident occurred.

g. Decisions Regarding Arbitrability.

The Parties agree that the arbitrator, and not any federal, state, or local court or agency, will have exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Agreement, including any claim that all or any part of this Agreement is void or voidable. The arbitrator will also be responsible for determining all threshold arbitrability issues, including whether the Agreement or these terms are unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel. This provision does not apply to exceptions set forth in Section 6(b) regarding whether the conditions precedent to arbitration have been met, Section 6(d) regarding the Waiver of Class Action, and Section 6(e) regarding the California PAGA Individual PAGA Requirement, which interpretation, applicability, enforceability or formation are to be determined by a court of competent jurisdiction and not the arbitrator.

h. Arbitration Process.

In order to initiate arbitration following the conclusion of the Dispute Resolution Period, a Party must provide the other Party with a written demand for arbitration and file the demand with the applicable arbitration provider, as determined by Section 6(f). A Party initiating an arbitration against Allied Help must send the written demand for arbitration to Ascension Medical Technologies LLC, Attn: Legal Department PO Box 80863 Phoenix, AZ 85060, or serve the demand on Allied Help's registered agent for service of process, c/o Ascension Medical Technologies LLC (the name and current contact information for the registered agent in each state are available online here). Additionally, a party initiating an arbitration against Allied Help must send an electronic version of the demand for arbitration to the arbitration provider and send an electronic version of the as-filed demand to legal@alliedhelp.net.

i. Arbitrator's Decision.

The arbitrator's decision will be final and binding on the Parties. The arbitrator will provide a reasoned written opinion supporting the decision. The arbitrator can award damages and other relief authorized by applicable law. The arbitrator will have no authority to award punitive or other damages not measured by the prevailing party's actual damages, except as may be required by statute. Judgment on the award rendered by the arbitrator will be binding and final, and may be entered in any court having jurisdiction. Except as required by law, neither the Parties nor the arbitrator may disclose the existence, content, or results of any arbitration under this Agreement without the prior written consent of both Parties.

j. Application to Third Parties.

This Agreement shall be binding upon and include any claims brought by or against any third parties, including but not limited to their spouses, heirs, third-party beneficiaries (including Allied Help's related and affiliated companies, past and present shareholders, directors, officers, employees, alleged agents, contractors, insurers, parent companies, subsidiaries, affiliates divisions, successors, and assigns), where their underlying claims arise out of or relate to the use of the Platform. To the extent that any third-party beneficiary to this Agreement brings claims against the Parties, those claims shall also be subject to this Agreement.

k. Exceptions to Arbitration.

Notwithstanding the foregoing, each Party has the right to apply to any court of competent jurisdiction for interim relief necessary to preserve the Party's rights, including pre-arbitration injunctions, and such request will not be deemed incompatible with, or a waiver of, this Agreement.

This Agreement shall not require arbitration of the following claims: (i) individual claims brought in small claims court pursuant to Section 6(c) so long as the matter remains in such court and advances only on an individual basis; (ii) individual claims of sexual assault or sexual harassment occurring in connection with your use of the Platform; and/or (iii) injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of a party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights. Such claims may be brought and litigated in a court of competent jurisdiction on an individual basis only and cannot be brought as a class, collective, coordinated, consolidated, mass, and/or representative action.

The Parties' agreement not to require arbitration in this Section 6(k) does not waive the enforceability of this Agreement as to any other provision (including, but not limited to, the waivers provided for in Section 6(d) and 6(e), which will continue to apply in court as well as in arbitration), or the enforceability of this Agreement as to any other controversy, claim, or dispute.

l. Arbitration Costs.

For Disputes between Allied Help and Facilities, the Parties shall evenly split all filing fees, arbitrator's fees, arbitration expenses, and any other costs unique to the arbitration hearing. For Disputes between Allied Help and Professionals, Allied Help shall be responsible for the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing, except that Professionals shall be responsible for paying the initial filing fees as charged by the arbitration provider. Each Party shall pay its own deposition, witness, expert, attorneys' fees, and other expenses to the same extent as if the matter were being heard in court. However, if any Party prevails on a statutory claim that affords the prevailing party the right to recover attorneys' fees and costs, or if there is a written agreement providing for attorneys' fees and costs to be awarded to the prevailing party, the arbitrator may award reasonable attorneys' fees in accordance with the applicable statute or written agreement. The arbitrator shall resolve any dispute regarding the reasonableness of any fees or costs awarded under this section.

Any disputes regarding a party's obligation to pay any arbitration fees or costs that arise after an arbitrator is appointed shall be determined solely by the arbitrator based on applicable law.

m. Severability and Survival.

This Agreement shall survive the termination of the User's use of the Platform. If any provision of these Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced to the fullest extent under law.

7. Professional Representations and Warranties.

a) You represent, warrant, and certify to Allied Help that you are duly licensed (as applicable) and have the experience, qualifications, and ability to perform each Request you accept. You further represent, warrant, and certify that any License you provide to

Allied Help is valid and in full force and effect. You will remain fully licensed as long as you make yourself available to provide Professional Services pursuant to any Request. You represent that you have not been convicted of a criminal offense related to the provision of federal health care items or services that could lead to debarment or exclusion. You represent that you have not had your professional license suspended, restricted, sanctioned, or revoked. You represent that you are not bound by any other agreement that prohibits or limits your engagement under this Agreement.

b) You agree to promptly notify Allied Help and all Facilities for which you have any Accepted Request pending if you: (i) become disqualified or excluded from any federal health care programs; or (ii) have any disciplinary actions pending. You further agree to inform Allied Help if your Registration Data changes.

c) You represent and warrant that, as of the date of this Agreement, you have never been suspended, excluded, disqualified, or sanctioned by any federal health care program or any state professional board or licensure entity, nor have you ever been convicted of a criminal offense related to health care.

d) You represent that you are of legal age to form a binding contract and that you reside in the United States.

e) You further represent that you shall use your best efforts to perform Professional Services for any Request you have accepted to the satisfaction of the Facility that submitted the Request.

f) You acknowledge and agree that you are not the agent or representative of Allied Help and are not authorized to make any representation, contract, or commitment on behalf of Allied Help.

g) You represent, warrant, and certify that you possess the requisite business license and/or business tax registration to provide Professional Services for any Accepted Request.

h) You acknowledge and agree that Allied Help does not and cannot reimburse you for any expenses you incur as a result of your performance of Professional Services or for the use of Allied Help's Services.

i) YOU ACKNOWLEDGE AND AGREE THAT THERE IS NO EMPLOYMENT, PART-TIME EMPLOYMENT, CONSULTING, PARTNERSHIP, OR JOINT VENTURE RELATIONSHIP BETWEEN YOU AND ALLIED HELP. Allied Help does not secure employment for you. You acknowledge and agree that you will not be entitled to, and elect not to participate in (on either a prospective or retrospective basis), any of the benefits that Allied Help makes available to its employees, such as group insurance, profit-sharing, or retirement benefits (and you waive any rights to receive such benefits).

8. Allied Help Representations and Warranties; Disclaimer.

a. Representations and Warranties.

To its knowledge, none of Allied Help, any of its principals, or any of its employees performing the Services under this Agreement has a personal or other business relationship with any Facility department participating in this Agreement or authorizing the payment of any Professional Services, other than the relationship created pursuant to the applicable Allied Help TOS for facilities and the Services provided hereunder; provided, however, nothing in this Agreement prohibits any Allied Help principal, employee, or agent from receiving health care services from Facility.

b. Disclaimer.

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE, ALLIED HELP DISCLAIMS ALL OTHER WARRANTIES IN ACCORDANCE WITH THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, ALLIED HELP DOES NOT GUARANTEE THE QUALITY, SUITABILITY, SAFETY, OR ABILITY OF ANY FACILITY. PROFESSIONAL AGREES THAT THE ENTIRE RISK ARISING OUT OF ANY SERVICES REQUESTED BY, OBTAINED FROM, OR PROVIDED TO ANY FACILITY IN CONNECTION WITH THE USE OF THE PLATFORM REMAINS SOLELY WITH FACILITY AND WITH PROFESSIONAL, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW. ALLIED HELP DOES NOT CONTROL, MANAGE, OR DIRECT ANY FACILITIES. FACILITIES ARE NOT ACTUAL AGENTS, APPARENT AGENTS, OSTENSIBLE AGENTS, OR EMPLOYEES OF ALLIED HELP.

9. Questions & Concerns.

If you have questions, complaints, or claims regarding our Services under this Agreement, you may contact us at the contact information below.

Mail: Ascension Medical Technologies LLC

Attn: Support

PO Box 80863 Phoenix, AZ 85060

Email: support@alliedhelp.net

Phone: (888) 858-7660

10. Compliance. a. HIPAA.

The parties acknowledge that each Facility is a “**Covered Entity**” as that term is defined at 45 C.F.R. § 160.103. As such, the parties agree to comply with applicable requirements of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d et seq. (“**HIPAA**”) and the Health Information Technology for Economic and Clinical Health Act, as each may be amended from time to time, and any current and future regulations promulgated thereunder, including without limitation the federal privacy regulations contained at 45 C.F.R. Part 160 and Part 164, Subpts. A and E (the “**Federal Privacy Regulations**”), the federal security standards contained at 45 C.F.R. Part 160 and Part 164, Subpts. A and C, the federal breach notification rules contained at 45 C.F.R. Part 160 and Part 164, Subpts. A and D, and the federal standards for electronic transactions contained at 45 C.F.R. Parts 160 and 162. The parties agree that Allied Help does not require access to and will not receive Protected Health Information, as defined in the Federal Privacy Regulations, to provide the Services hereunder, and accordingly is not a Business Associate of Facility or of Professional. To the extent Allied Help requires access to Facility Protected Health Information, Allied Help and Facility shall, prior to providing or receiving such access, enter into any additional agreements as may be required to protect the confidentiality and security of Protected Health Information, including a Business Associate Agreement. For purposes of HIPAA, you are considered a member of the Facility’s “**Workforce**,” as that term is defined at 45 CFR 160.103. You agree not to share any Protected Health Information on the Allied Help Platform or in any other matter not permitted by the Federal Privacy Regulations.

b. Fraud and Abuse.

The parties expressly acknowledge that any compensation payable hereunder is fair market value for the Services rendered, and that nothing contained herein shall require referrals for services between the parties. Neither party will knowingly or intentionally conduct itself in such a manner as to violate any federal or state law, rule or regulation applicable to the Services rendered hereunder, including but not limited to any fraud and abuse provisions relating to the Medicare and Medicaid Programs. The parties also agree that the benefits to either party hereunder do not require, are not payment for, and are not in any way contingent upon the admission, referral, or other arrangement for the provision of any item or Service reimbursed under any federal or state health care program, including, without limitation, Medicare or Medicaid.

11. LIMITATION OF LIABILITY.

WITHOUT LIMITING THE DISCLAIMERS AND LIMITATIONS IN THE TOS OR ANY OTHER PART OF THIS AGREEMENT, ALLIED HELP SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY, OR LOSSES OF ANY KIND ARISING OUT OF YOUR PROFESSIONAL SERVICES OR ANY OTHER ACT, OMISSION, TRANSACTION, OR RELATIONSHIP BETWEEN ANY FACILITY AND ANY PROFESSIONAL. THE FOREGOING LIMITATIONS APPLY TO ANY DAMAGE, LIABILITY, OR LOSS; WHETHER CHARACTERIZED AS DIRECT, CONSEQUENTIAL, SPECIAL, OR OTHERWISE EVEN IF ALLIED HELP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALLIED HELP SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND ALLIED HELP'S REASONABLE CONTROL.

THE LIMITATIONS AND DISCLAIMERS IN THIS SECTION DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, ALLIED HELP'S LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. THIS PROVISION SHALL HAVE NO EFFECT ON ALLIED HELP'S CHOICE OF LAW PROVISION SET FORTH HEREIN.

12. Indemnification.

a. By Professional.

You agree to indemnify, hold harmless, and defend Allied Help, its affiliates and their respective trustees, officers, agents, and employees from any claim, action, investigation, or proceeding ("**Claim**") arising out of or related to any Request, including but not limited to: (i) any Claim that you were misclassified as an independent contractor; (ii) any liabilities arising from a determination by a court, arbitrator, government agency, or other body that you were misclassified (including, but not limited to taxes, penalties, interest, and attorney's fees); (iii) any Claim that Allied Help was your employer or joint employer, including Claims under any employment-related laws, such as those relating to employment termination, employment discrimination, harassment, or retaliation; (iv) any Claims for overtime pay, sick leave, holiday or vacation pay, retirement benefits, workers' compensation benefits, unemployment benefits, or any other employee benefits; (v) any Claims related to violations of Federal Privacy Regulations or any other state or federal laws applicable to your fulfillment of any Request; (vi) any Claims related to withholding or payment of taxes or contributions, including penalties and interest; and (vii)

any Claims related to the provision of Professional Services by you, including personal injury, death, property damage or any of your actions or inactions in the performance of such Professional Services.

b. Mutual Indemnification for Gross Negligence.

Each Party (the “**Indemnifying Party**”) agrees to indemnify and hold the other Party (the “**Indemnified Party**”) harmless from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys’ fees) arising out of or in connection with any claim, demand, or action brought against the Indemnified Party by a third party alleging that the Indemnified Party’s gross negligence caused or contributed to such claim, demand, or action. This indemnity obligation shall be reciprocal and each Party shall be deemed an Indemnifying Party and an Indemnified Party with respect to the other Party.

c. Procedure.

The Indemnified Party shall: (i) provide prompt, written notice to the Indemnifying Party of any claim, action, or proceeding arising out of the indemnified activities within such a period of time as to not materially prejudice the rights of the Indemnifying Party; (ii) assist the Indemnifying Party, at the Indemnifying Party’s reasonable expense, in the preparation and defense of any such claim or demand; and (iii) not compromise or settle such claim or demand without the Indemnifying Party’s written consent, which shall not be unreasonably withheld. Furthermore, the Indemnifying Party shall not compromise or settle any claim or demand without the Indemnified Party’s written consent, which shall not be unreasonably withheld. Nothing herein shall prohibit the Indemnified Party participating, at its own expense, in the defense of any claims through counsel of its own choosing.

13. Use of Name or Marks.

PROFESSIONAL SHALL NOT USE ALLIED HELP’S NAME, LOGOS OR TRADEMARKS IN ANY MANNER, INCLUDING WITHOUT LIMITATION IN ANY ADVERTISING, PROMOTIONAL MATERIAL, PRESS RELEASE, PUBLICATION, PUBLIC STATEMENT OR ANNOUNCEMENT, OR THROUGH ANY FORM OF OTHER MEDIA, WRITTEN OR ORAL, WITHOUT THE PRIOR WRITTEN CONSENT OF ALLIED HELP, WHICH CONSENT MAY BE GRANTED OR WITHHELD IN ALLIED HELP’S SOLE AND ABSOLUTE DISCRETION.

14. Non-Exclusivity.

Unless specially agreed to by the parties herein, this Agreement is a non-exclusive opportunity for you to provide Professional Services to Facility Users, and for Allied Help to provide a digital Platform or marketplace that connects Facility Users with Professional Users. Subject to the terms of this Agreement, both parties are free to contract with any other supplier for services that are similar or identical to the Services described herein.

15. Notification of Claims.

The parties agree to notify each other as soon as possible in writing of any incident, occurrence, or Claim arising out of or in connection with this Agreement that could result in a liability or claim of liability to the other party. Further, the notified party shall have the right to investigate said incident or occurrence and the notifying party will cooperate fully in this investigation.

16. Independent Parties.

EACH PARTY SHALL BE CONSIDERED TO BE AN INDEPENDENT PARTY AND SHALL NOT BE CONSTRUED TO BE AN AGENT OR REPRESENTATIVE OF THE OTHER PARTY, AND

THEREFORE, HAS NO LIABILITY FOR THE ACTS OR OMISSIONS OF THE OTHER PARTY. IN ADDITION, NEITHER PARTY, NOR ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL BE DEEMED TO BE EMPLOYEES OR AGENTS OF THE OTHER PARTY. THEREFORE, NEITHER PARTY NOR ANY OF ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS, SHALL BE ENTITLED TO COMPENSATION, WORKERS' COMPENSATION, OR EMPLOYEE BENEFITS OF THE OTHER PARTY BY VIRTUE OF THIS AGREEMENT.

17. Assignment and Binding Effect.

You may not assign these terms without Allied Help's prior written approval. Allied Help may assign these terms without your consent to: (i) a subsidiary or affiliate; (ii) an acquirer of Allied Help's equity, business, or assets; or (iii) a successor by merger. Any purported assignment by you in violation of this section shall be void. If an assignment, subcontract, or transfer of rights does occur in accordance with this Agreement, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

18. Waivers.

Any waiver by Allied Help of any terms or provisions hereof shall not constitute a waiver of such term or provision for any other purposes.

19. Google Maps Features and Content

Certain features of the Platform may include Google Maps features and/or content. Use of Google Maps features and content is subject to the then-current versions of the: (1) Google Maps/Google Earth Additional Terms of Service at https://maps.google.com/help/terms_maps.html; and (2) Google Privacy Policy at <https://www.google.com/policies/privacy/> (together, the "Google Terms"). Allied Help may, at its election, suspend or terminate your access to the Platform if it determines, in its sole discretion, that you have violated the Google Terms

20. Construction of Agreement; Order of Priority; Entire Agreement; Partial Invalidity.

The headings used in this Agreement have been prepared for the convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provisions of this Agreement. This Agreement has been prepared on the basis of mutual understanding of the parties and shall not be construed against either party by reason of such party being the drafter hereof. In the event of inconsistency of terms, the order of priority shall be this Agreement, then the TOS, then any Accepted Request. This Agreement (including the Appendix and all other attachments hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, representations, or agreements, whether oral or written. If any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portion or portions shall not be affected thereby.

Appendix 1: Professional Payment Terms

1. **Bank Account Information.** Professional agrees to enter current bank account information, and agrees that Allied Help's third- party payment processors and

Allied Help may transfer the Professional Fees owed to Professional, if any, to Professional's bank account based on a Completed Request. Professional, and not Allied Help, is solely responsible for the accuracy of Professional's bank account information, including Professional's bank account number and routing information. Allied Help disclaims all liability related to errors in fund deposits due to inaccurate or incomplete bank account information provided by Professional.

2. **Payment of Professional Fees.** Allied Help will inform Professional of any fees as part of the initial Registration Process and/or associated with any use of the Platform. Payments for the Professional Fees owed to Professional for Professional Services rendered will be initiated for deposit into Professional's bank account, as described herein (Section 1 of this Appendix 1, "**Bank Account Information**") two to seven business days from the Request being marked as a Completed Request on Allied Help's Website or Mobile Apps. For clarity, payment may not be deposited into Professional's bank account until more than two to seven business days from the Request being marked as completed on the Platform. For further clarity, if Professional performs a Assignment Request, the amount owed to Professional for each day of Professional's performance of Professional Services will be initiated for deposit two to seven business days from the time that a Facility marks Professional's performance for that day as a Completed Request on Allied Help's Website or Mobile Apps.
3. **Disclaimer.** ALLIED HELP WILL USE REASONABLE EFFORTS TO COLLECT THE PROFESSIONAL FEE OWED BY A FACILITY TO PROFESSIONAL. IF ALLIED HELP IS UNABLE TO COLLECT THE PROFESSIONAL FEES THAT ARE OWED TO PROFESSIONAL, ALLIED HELP WILL INFORM PROFESSIONAL IN WRITING. HOWEVER, ALLIED HELP HAS NO OBLIGATION TO IMPOSE COLLECTION PROCEDURES ON FACILITIES AND DOES NOT GUARANTEE PAYMENT FROM FACILITIES, NOR IS ALLIED HELP REQUIRED TO PAY PROFESSIONAL FEES TO PROFESSIONAL WHEN A FACILITY FAILS TO MAKE SUCH PAYMENT.