



## Small Business Partnership

We are making some adjustments to the Small Business Partnership flow to assist in a more successful collaboration with your Persimmon Provider. This new payment flow will commence effective March 15, 2024.

<b>Current Small Business Partnership Flow (effective until March 14th)</b>	<b>Starting on March 15th- New Small Business Partnership Flow (One-Off Events)</b>
<b>10% Gross Sales</b> 5+ Treatments Completed	<b>5% Gross Sales</b> 1-2 Individual Treatments Completed
<b>10% Gross Sales</b> 10+ Treatments Completed Over 90 Days	<b>10% Gross Sales</b> 3-5 Small Group Treatments Completed
	<b>12% Gross Sales</b> 6+ Large Group Treatments Completed

If your Persimmon Provider has already created any group links for events completed before March 15th, you will be paid 10% of gross sales for however many treatments are completed at each event. If your group has fewer than 5 treatments, you will still be paid the 10%.

For all events that are scheduled to March 15th and after, the new Small Business Partner flow will apply. Thank you for your continued commitment and we look forward to our continued collaboration in 2024.

Best,  
The Persimmon Growth Team

## Business Partner Agreement

This Business Partner Agreement (this "**Agreement**"), is entered into by and between Persimmon.Life, Inc., a Delaware corporation ("**Company**"), and \_\_\_\_\_ ("**Partner**," and together with Company, the "**Parties**," and each, a "**Party**").

Please read this Business Partner Agreement carefully before you agree. By clicking to accept or agree to the Business Partner Agreement when this option is made available to you, you agree to be bound and abide by the terms of this Business Partner Agreement, and the Company's Terms of User and Privacy policy which are incorporated by reference herein. Notwithstanding the foregoing, in the event of any conflict or inconsistency between the terms of this Agreement and the provisions of the Company's website Terms of Use or Privacy Policy, the terms of this Agreement shall prevail.

We may revise the Business Partner Agreement from time to time in our sole discretion. All changes are effective immediately when we post them. We will provide notice to you of any changes at the contact email or address you provide to us, and on our website.

PLEASE NOTE THAT DISPUTES UNDER THIS AGREEMENT ARE SUBJECT TO BINDING ARBITRATION AS DESCRIBED IN SECTION 23 OF THIS AGREEMENT.

WHEREAS, Company is in the business of facilitating the provision of medical aesthetics services to patients by doctors and nurses who partner with the Company ("**Providers**");

WHEREAS, Partner has the space, capability, and capacity to host aesthetics services through Company's resources; and

WHEREAS, Company wishes to enable the Partner to independently promote and solicit orders for medical aesthetics services by Providers using the Company's platform (the "**Services**") at Partner's Location (as defined in Section 3.1) under the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Non-Exclusive Appointment. Company hereby appoints Partner, and Partner accepts such appointment, to act as a non-exclusive independent Business Partner of the Services to customers, solely in accordance with the terms and conditions of this Agreement. Company may in its sole discretion directly, or indirectly through other representatives, offer the Services to any third party. Company shall have the right to limit the Services, and the type of customers solicited by Partner, as Company deems advisable in its sole discretion, upon written notice to Partner.

2. Status as Independent Contractor. Partner is an independent contractor pursuant to this Agreement. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any customer or other third party.

3. General Partner Obligations.

3.1. Provide Space for and Market the Services. Partner shall use its best efforts to market, advertise, and promote the Services to its prospective and existing customers. Partner shall provide sufficient, quiet, and well-lit space that meets Company's and its Providers' sanitary standards at locations that it has rights to use and control ("**Locations**") and a chair for Company's Providers and each customer for the Service. Partner and its staff shall conduct themselves in a professional manner and shall engage in no activities which reflect adversely on Company, its Providers, or the Services. If Partner becomes aware of any actual or potential claim against Company or its Providers by any person or entity, Partner shall notify the Company immediately.

3.2. Costs and Expenses. Partner shall be solely responsible for any and all costs or expenses that it may incur in the performance of its obligations hereunder, including but not limited to facilities costs and fees.

3.3. General Cooperation. To the extent not otherwise required herein, each Party shall provide complete cooperation to the other in order to optimize the success of the Services for mutual benefit.

4. Obtain Government Approvals; Representation and Warranty of Partner.

Partner shall at its own expense remain in good standing and maintain all certifications, credentials, licenses, and permits necessary to conduct its business relating to its obligations hereunder. Notwithstanding anything to the contrary in this Agreement, neither Partner nor its staff shall directly or indirectly: (a) make any representations or warranties on behalf of Company or with respect to the Services, except such as are expressly authorized by Company or are set forth in Company's literature or other promotional materials; (b) engage in any unfair, anti-competitive, misleading, or deceptive practices with respect to the Services, Company, or any third party, including Service disparagement and any trade libel of Company or any third party; or (c) sell, market, advertise, or promote any services that compete with the Services, except to the extent this restriction is prohibited by applicable law.

4.1. Partner represents and warrants that it has the lawful right to either own or lease the Location where the Services are to be performed and that all activities undertaken in collaboration with the Company are in full compliance with any applicable lease agreements. Furthermore, the Partner guarantees that the Company will have proper

access to the Location as a licensee and not as a subtenant, with the Partner remaining solely responsible for any maintenance or repair of the Location, except for damages directly caused by the Company's willful misconduct. Any misrepresentation regarding the Partner's rights to the Location or failure to maintain the Location in a condition appropriate for the Services will subject the Partner to responsibility for claims and damages as described in Section 13 and Section 14.

4.2. Partner acknowledges that, in the course of providing the Services, it may come into contact with or handle personal health information and thus commits to adhere to all applicable regulations regarding the privacy and security of such information, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA), as amended. Partner agrees that it will not use for any purpose, store, retain, share (including on social media), process or sell any customer information, including but not limited to all personal information, images, video or recordings without the prior consent of the Company. Partner acknowledges that customer prior consent is required for any treatment and agrees to utilize Persimmon's standardized consent forms for all Services rendered. Partner agrees that any use of images, video or recordings from the Services will be conducted only with the prior consent of the Company, and strictly in accordance with customer consent obtained prior to the event. Partner shall ensure that all customer consents are secured and documented in compliance with legal requirements and the Company's policies and procedures. Failure to secure such consents or any breach of privacy regulations will subject the Partner to responsibility for claims and damages as described in Section 13 and Section 14.

5. Company Obligations.

5.1. Company shall provide Partner with any information and support about the Services that Company, in its sole discretion, deems necessary or appropriate for Partner to carry out its responsibilities hereunder.

5.2. Company shall provide Partner with documentation, brochures, and other promotional materials that Company, in its sole discretion, deems necessary or appropriate for the promotion of the Services in the Territory. Company shall retain all rights, title, and interest in and to all promotional materials. Partner shall promptly return all materials to Company on the expiration or earlier termination of this Agreement as provided for in Section 11.

5.3. Company shall make Providers available and coordinate with Partner and customers in scheduling the Services at the Locations.

6. Customer Purchases. Partner shall promptly direct all prospective customers to Company's website to register for an account and purchase Services. Company reserves the right, in its sole discretion, to: (a) accept, reject, or negotiate directly with the customer any request for Services received from any customer whether or not solicited by Partner;

(b) cancel, terminate, or modify any customer contract previously accepted by Company; or (c) negotiate any terms and conditions of the customer contract, including modifying Service features, purchase price, or payment terms. Partner acknowledges that Company's exercise of discretion may result in a reduction, delay, or elimination of the payment of Fees (as defined in Section 7.1) under this Agreement.

7. Payment of Fees.

7.1. Payment Rate. Subject to Section 7.2, Partner shall be paid fees ("**Fees**") for Services provided in Partner's Location and solicited by Partner as defined in Schedule A. For the purposes of this Agreement, "**Net Sales Price**" means the gross invoice price less all taxes, insurance charges, credits (arising from adjustments), discounts, rebates, or allowances of any kind (if any).

7.2. Fee Payment Terms. Fees shall become earned and payable to Partner thirty (30) days following the last day of the month in which Company receives unconditional payment from a customer under the corresponding customer contract. For example, Fees corresponding to customer payments received by Company between May 1 and May 31 shall be become earned and payable to Partner on June 30.

7.3. Payment of Fees on Termination. Upon the termination of this Agreement, Company shall continue to pay Partner Fees on orders for Services received prior to the termination date for which customer payments are received on or before ninety (90) days after the termination date. OTHER THAN AS SET FORTH IN THIS SECTION 7.3, PARTNER WAIVES ANY RIGHT IT MAY HAVE TO FURTHER COMPENSATION UPON TERMINATION OF THE AGREEMENT.

8. Compliance with Laws. Partner shall at all times comply with all applicable federal, state and local laws and regulations in performing its responsibilities hereunder.

9. Intellectual Property.

9.1. Ownership. Partner acknowledges and agrees that Partner shall not acquire any ownership interest in any patents, trademarks, copyrights, domain names, works of authorship, trade secrets, or any other intellectual property (collectively, "**Intellectual Property**") owned by or licensed to Company under this Agreement. Partner shall use Company's Intellectual Property solely for the purposes of performing its obligations under this Agreement.

9.2. Company's Trademark License Grant. Company hereby grants to Partner a non-exclusive, non-transferable, and non-sublicensable license to use Company's trademarks during the term of this Agreement solely in connection with the marketing, promotion, and advertising the Services.

10. Term. This Agreement shall commence as of the date hereof and shall continue for an initial term of one year unless sooner terminated pursuant to Section 11. After the end of the initial term, this Agreement will be automatically renewed for successive one-year periods.
11. Termination. Either Party may terminate this Agreement with or without cause by providing written notice to the other Party at least thirty (30) days prior to the effective date of the termination.
12. Confidentiality. All non-public, personal health, confidential or proprietary information of Company and prospective and existing customers ("**Confidential Information**") disclosed by Company to Partner, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with this Agreement is confidential, solely for Partner's use in performing its obligations under this Agreement and may not be disclosed or copied unless authorized by Company in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Partner's breach of this Agreement; (b) is obtained by Partner on a non-confidential basis from a third party that was not legally or contractually restricted from disclosing such information; or (c) Partner establishes by documentary evidence, was in Partner's possession prior to Company's disclosure hereunder. Upon Company's request, Partner shall promptly destroy all documents and other materials received from Company. Company shall be entitled to injunctive relief for any violation of this Section.
13. Indemnification. Either Party shall indemnify, defend, and hold harmless the other Party and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, the "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party, relating to any claim of a third party or the Indemnified Party arising out of or occurring in connection with the Party's negligence, willful misconduct, or breach of this Agreement. The Party shall not enter into any settlement without the Indemnified Party's prior written consent.
14. Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE TO PARTNER FOR: (A) ANY LOSS OF USE, REVENUE, OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (B) DIRECT DAMAGES OF MORE THAN THE AGGREGATE AMOUNT OF FEES

PAID TO PARTNER IN THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

15. Entire Agreement. This Agreement constitutes the sole and entire agreement between the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.
16. Survival. Section 7.3, Section 9.1, Section 12, Section 13, Section 14, Section 17, and Section 22 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination.
17. Notices. All notices under this Agreement shall be made in writing and shall be deemed duly given if delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service. All notices shall be addressed to the Parties at their respective addresses that the receiving Party may designate from time to time in accordance with this section. Notices shall be effective on receipt.
18. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
19. Amendment. The Parties may not amend this Agreement except by written instrument signed by the Parties. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
20. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
21. Assignment; Successors and Assigns. Partner may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the assigning or delegating Party of any of its obligations under this Agreement. Company may assign any of its rights or delegate any of its obligations to any parent or subsidiary corporation of Company or to any purchaser

acquiring all or substantially all of Company's assets. This Agreement is binding on and inures to the benefit of the Parties and their respective successors and permitted assigns.

22. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the laws of the State of Delaware.

23. Arbitration. In consideration of the promises in this Agreement, the Parties agree that any and all controversies, claims, or disputes arising out of, relating to, or resulting from this Agreement, shall be subject to binding arbitration under the arbitration rules of, and pursuant to the state law of, the state of Delaware, including the Delaware code of civil procedure. The Federal Arbitration Act shall continue to apply with full force and effect notwithstanding the application of procedural rules set forth in the Delaware code of civil procedure. Disputes which the Parties agree to arbitrate, and thereby agree to waive any right to a trial by jury, include any statutory claims under state or federal law. The Parties agree that any arbitration will be administered by JAMS (“JAMS”) and that the neutral arbitrator will be selected in a manner consistent with its national rules for the resolution of contract disputes. The Parties agree that the arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication and motions to dismiss and demurrers, prior to any arbitration hearing. The Parties also agree that the arbitrator shall have the power to award any remedies, including attorneys’ fees and costs, available under applicable law. The Parties understand that they shall share equally any administrative or hearing fees charged by the arbitrator or JAMS. The Parties agree that the arbitrator shall administer and conduct any arbitration in a manner consistent with the rules and that to the extent that the JAMS’ national rules for the resolution of contract disputes conflict with the rules, the rules shall take precedence. The Parties agree that the decision of the arbitrator shall be in writing as a reasoned award. (c) Except as provided by the JAMS rules and this agreement, arbitration shall be the sole, exclusive and final remedy for any dispute between the Parties. Accordingly, except as provided for by the rules and this agreement, neither Party will be permitted to pursue court action regarding claims that are subject to arbitration, provided however either Party may seek emergency relief in court, including a temporary restraining order or preliminary injunction, for breach of confidentiality or infringement of its intellectual property.

## Schedule A

Number of treatments in group	Compensation Rate
1-2	5%
3- 5	10%
6+	12%



