

**Pritikin Virtual Full-Service Program Addendum
(Current ICR Provider)**

This Pritikin Virtual Full-Service Program Addendum (this “Virtual Full-Service Addendum”) dated as of _____ (“Virtual Full-Service Addendum Effective Date”), is entered into by and between Pritikin ICR LLC, a Delaware limited liability company (“Pritikin”), and _____ (“Provider”) as an addendum to the Agreement entered into between the Parties, pursuant to which Provider obtains a license to utilize and administer the Pritikin ICR Program to its Patients, dated as of _____ (the “Agreement”).

The purpose of this Virtual Full-Service Addendum is to set forth the terms, requirements, and roles and responsibilities related to Provider offering the Pritikin ICR Program to its Patients in a virtual environment, with the assistance of Pritikin related to the administration of ICR sessions to such Patients. In consideration of the mutual promises set forth below and in the Agreement, Pritikin and Provider agree to the following:

1. Certification Requirements. Provider shall comply with all enrollment requirements set forth in the Agreement and shall comply with all CMS requirements related to the administration of ICR sessions and shall regularly monitor and record each Patient’s progress, including all relevant pre- and post- program biomarkers.

2. Operations.

2.1 Implementation and Training Requirements. Pritikin will assist Provider in implementing the virtual Pritikin ICR Program and will train all relevant Provider staff regarding virtual program operations. Such training will take place virtually.

2.2 Personnel Requirements. Provider shall employ or contract with duly qualified physicians and/or other appropriately qualified practitioners to remain compliant with all Medicare and other payor requirements, during the administration of ICR and CR sessions to Provider’s Patients. Provider is responsible for ensuring that the Medical Director and any supervising practitioners are qualified and meet the requirements set forth at 42 C.F.R. § 410.49.

2.3 Patient Intake, Scheduling, and Treatment Plans.

(a) Provider will be responsible for creating or receiving all referrals of CR and ICR and for confirming the appropriateness of such referrals, including that the Patient meets the general coverage conditions for CR/ICR and that participating in a virtual CR/ICR program is clinically appropriate for the Patient.

(b) Provider will complete all benefits verification activities, including verifying payor coverage, communicating the patient responsibility to Patient, and obtaining all Patient consents, assignment of benefits, and all other necessary Patient forms, in accordance with Provider’s own policies and procedures.

(c) Pritikin Personnel (as defined below in Section 2.4(a)) will conduct the scheduled initial evaluation and will develop a suggested Individual Treatment Plan (ITP) for review and approval by Provider’s qualified personnel.

(d) Provider acknowledges and agrees that it is Provider’s responsibility to approve and have the reviewed ITP signed in accordance with Medicare and any other applicable third party payor requirements.

2.4 Administration of Sessions.

(a) Employees or contractors of Pritikin (“Pritikin Personnel”) (i.e., as appropriate, a Registered Dietitian, a Healthy Mindset Facilitator, or an Exercise Physiologist) will facilitate and conduct all scheduled CR and ICR sessions through the Platform utilizing the Pritikin Materials.

(i) Pritikin represents and warrants that all Pritikin Personnel are appropriately qualified, licensed, or certified, as required by applicable law to practice in their respective areas of

practice, including when applicable, licensed to practice in the state where the Facility is located. Additionally, Pritikin represents and warrants that neither it nor any Pritikin Personnel is currently, or has been in the past, excluded from participation in Medicare, Medicaid or any other governmental third-party payment program.

(ii) Pritikin shall also maintain professional liability insurance policies in amounts customary of the profession and licensure of the Pritikin Personnel.

(iii) When administering the sessions, Pritikin will require the Pritikin Personnel to follow the direction of the supervising practitioner, follow all treatment plans approved by Provider related to its Patients.

(b) During all scheduled sessions, Provider shall be responsible for ensuring that all supervision requirements are met and documented consistent with Medicare and any other payor requirements. Provider shall communicate such availability and contact information for such supervising practitioner through the Platform and in a time and manner requested by Pritikin.

2.5 Medical Records Documentation and Billing and Collection for Sessions.

(a) Pritikin shall provide Provider with all necessary documentation of sessions completed for each Patient through the Platform.

(b) Provider shall be responsible for all coding and billing activities related to administered CR and ICR sessions, including submitting claims to all third-party payors and collecting all patient responsibility amounts (i.e., copays and coinsurance). Provider shall be responsible for maintaining all patient records and documentation necessary to support billing for the session within its electronic health record system.

2.6 Mobile Devices. Pritikin will provide Patients with a tablet (or other similar mobile device) (“Mobile Device”) when such Patients require a Pritikin-issued Mobile Device in order to participate in ICR sessions. Pritikin’s provision of Mobile Devices shall be subject to the following:

(a) Neither Provider nor Patients acquire any right, title, or interest in any Mobile Device, including the right to sublease, rent, share, transfer, or otherwise give away the Mobile Devices.

(b) The Mobile Devices are to be used solely to allow Patients to participate in the Pritikin ICR Program (the “Permitted Purpose”) and shall not be permitted to be used for any other purpose, including without limitation, web browsing, streaming music, videos, games, or other content. Any excessive data overages due to Mobile Device user activity beyond the scope of the Permitted Purpose will be borne by Provider.

(c) Pritikin will have the right to install appropriate Mobile Device Management software (“MDM”) for remote configuration and support on the Mobile Devices, and to the extent such MDM includes transmitting location data to Pritikin, Provider acknowledges that Pritikin may request Patient consent and agreement to the collection of such data, the use of which will be limited to the issuance of the Mobile Device. Additionally, as part of the issuance of the Mobile Devices to Patients, Provider agrees that Pritikin, at its election, may obtain an agreement from relevant Patients related to appropriate use and return of the Mobile Device.

2.7 Pritikin Platform. Pritikin grants to Provider a limited, nonexclusive, nontransferable, nonsublicensable license to use and access the technology platform supported by Pritikin (the “Platform”) during the term of this Virtual Full-Service Addendum.

(a) Terms and Conditions of Use. Provider and any persons provisioned direct access to the Platform (i.e., persons issued a username and password), as determined by Provider (including clinicians and when applicable, Patients), are referred to herein as “Users.” Users must comply with the Platform’s standard terms of use, and each User will be required to agree to the same upon logging into the Platform. Pritikin reserves the right to terminate a User’s access to and use of the Platform if such User materially breaches any of the applicable terms of use.

(b) General Restrictions. Except as otherwise explicitly provided in this Virtual Full-Service Addendum or as may be expressly required by applicable law, Provider shall not, and will not authorize

a User or any other third party to: (a) use or copy the Platform, any component of the Platform, or any of the data, algorithms and calculations, or any portion thereof, except as expressly authorized in this Agreement; (b) copy, modify, or prepare derivative works based upon the Platform; (c) alter, remove, or obscure any copyright or other proprietary notices or labels on or in the Platform; (d) circumvent or disable any technological features or measures in the Platform; (e) interfere with or disrupt the integrity or performance of the Platform; (f) claim any rights to or ownership of (except through the rights granted under Agreement) the Platform or any derivative thereof; or (g) attempt to gain unauthorized access to the Platform. Additionally, Provider's use of the Platform is explicitly limited to its activities and operations related to the Pritikin ICR Program; the Platform shall not be used by Provider for operations that are unrelated to the Pritikin ICR Program or to conduct personal business.

(c) **Provider Obligations.** Provider shall procure and maintain the equipment and meet the technical specifications required by Pritikin, as communicated to Provider by Pritikin, for all Users to access and use the Platform.

(d) **WARRANTY DISCLAIMER.** PRITIKIN MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER RELATED TO THE PERFORMANCE OF THE PLATFORM. PRITIKIN EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE, AND ALL DELIVERABLES HEREUNDER ARE ACKNOWLEDGED TO BE "AS IS" AND "WHERE IS." THE PLATFORM MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PRITIKIN IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS OR WHICH MAY ARISE DUE TO A USER'S MISUSE OF THE PLATFORM OR TECHNICAL OR EQUIPMENT LIMITATIONS.

3. **Certification Payments.** In return for Provider's ability to offer the Pritikin ICR Program to its Patients, use of the Marks and Pritikin Materials, and receipt of the materials and services described in this Virtual Full-Service Addendum, Provider will pay Pritikin sixty percent (60%) of the per session Medicare approved reimbursement rate (including all copays and coinsurance), as set forth below, for all ICR and CR exercise and education session administered to Patients hereunder ("Full-Service Certification Payments"). For avoidance of doubt, a "session" for purposes of this Virtual Full-Service Addendum is counted at the patient level (i.e., if two 1-hour sessions are administered to 5 Patients in a single day, then 10 sessions were administered that day). The Medicare reimbursement amount used in this calculation will be the geographically adjusted reimbursement rate for Healthcare Common Procedure Coding System billing codes G0422 and G0423, or any replacement thereof, published by CMS annually for the relevant payment system for the Provider. The relevant payment system shall be the Medicare Hospital Outpatient Prospective Payment System, if Provider is a hospital, and the Medicare Physician Fee Schedule, if Provider is a physician group. For avoidance of doubt, the fees associated with any CR or ICR sessions administered by Provider in a facility-based environment shall be governed solely by the Certification Payment terms set forth in the Agreement, and except for fee calculation purposes, references to "Certification Payments" in the Agreement shall be construed as including the Full-Service Certification Payments.

4. **Term and Termination.**

4.1 **Term.** The initial term of this Virtual Full-Service Addendum shall begin on the Virtual Full-Service Addendum Effective Date and end twelve (12) months following the administration of the first ICR session pursuant to this Virtual Full-Service Addendum (the "Full Service Addendum Initial Term"). Thereafter, this Virtual Full-Service Addendum shall automatically renew for successive renewal terms of one (1) year each, unless either Party gives the other Party one hundred eighty (180) days' prior written notice of its intent not to renew this Virtual Full-Service Addendum.

4.2 **Termination.** This Virtual Full-Service Addendum shall be governed by the termination provisions set forth in the Agreement. Additionally, Either party may terminate this Virtual Full-Service Addendum upon one hundred eighty (180) days' prior written notice to the other Party, provided that the effective date of termination may not be until after the Full Service Addendum Initial Term.

5. **Application of the Agreement.** To the extent that they are not inconsistent with this Virtual Full-Service

Addendum, all other provisions of the Agreement (including both rights and obligations) shall remain in full force and effect and apply to this Virtual Full-Service Addendum. In the event of a conflict between the Agreement and this Virtual Full-Service Addendum, the provisions of this Virtual Full-Service Addendum shall control.

6. Definitions. Unless otherwise specifically modified by this Virtual Full-Service Addendum, all capitalized terms in this Virtual Full-Service Addendum shall have the same meanings as assigned in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Virtual Full-Service Addendum as of the day first set forth above.

PRITIKIN ICR LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____