

## MISSION MED MASTER SERVICES AGREEMENT

This Mission Med Master Services Agreement (this "Agreement") is entered into this 19th day of September 2023 by and between **Mission Med, LLC** ("MM") having a principal place of business located at 7304 SW 45<sup>th</sup> St. Miami, FL 33155 and **State Board of Administration of Florida** having a principal place of business located at 1801 Hermitage Blvd Suite 100 Tallahassee, FL, 32308 ("Client").

Mission Med is a leading provider in wellness programs and consulting for employers and other groups. Client has agreed to retain MM to provide and manage Client's wellness program for Client's intended beneficiaries all on the terms of this Agreement.

In consideration of the promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, Client and MM hereby agree to the following items and conditions of this Agreement:

### ARTICLE 1: SERVICES

1.1 Services. MM will perform a variety of services for Client as (the "**Services**"). In order to obtain the Services, Client and MM will (1) identify the Services to be performed; (2) identify and establish the term and criteria for all Services Client will receive from MM as a result of such Services (collectively referred to as "**Deliverables**"); (3) set forth the schedules, fees and expenses for such Services; (4) set forth any additional terms and conditions applicable, all of the foregoing to be set forth in a statement of work mutually agreed and signed by the Parties to be attached hereto as an exhibit (each, a "**Statement of Work**" or "**SOW**"); and (5) may agree to modify a SOW through an executed change order (each, a "**Change Order**"). Each executed Statement of Work made pursuant to this Agreement shall be identified sequentially (SOW 1, SOW 2, etc.) and become a part of this Agreement. Each executed Change Order made pursuant to this Agreement shall be identified sequentially (Change Order SOW 1, Change Order SOW 2, etc.) and become a part of this Agreement. MM will not initiate any Services unless and until the applicable Statement of Work has been executed by the Parties. In the event of a conflict between the terms of this Agreement and the applicable Statement of Work, the terms set forth in this Agreement.

1.2 Work Environment. Some service offerings will be provided virtually. Notwithstanding, MM will not be responsible for the supply or proper maintenance of any property supplied by Client, including but not limited to tables, chairs, waste baskets, electricity, and the physical space provided to MM and Service Recipients. If necessary, Client will provide necessary workspace for MM to conduct the Services in a setting that will enable MM to safely and, if applicable, confidentially provide Services to Service Recipients seeking such service. Client will provide furniture at its sole risk to include, but not limited to, electricity, waste baskets, tables, and chairs.

1.3 Privacy of Records. MM shall take all appropriate steps to establish and maintain adequate procedures to ensure the confidentiality and privacy of all information pertaining to any Service Recipient, including following the procedures and requirements set forth on Exhibit "B" attached hereto. Such records and information shall not be disclosed or released to anyone without written authorization signed by the Service Representative, except when the disclosure of such information is required by the terms of this Agreement, applicable law or is made in response to a compulsory legal process such as a court order.

## ARTICLE 2: TERM AND CONDITIONS

2.1 Term. This Agreement commences on the Effective Date and continues in full force and effect until the parties cease a business relationship. The Term of each service shall set forth in each respective SOW.

## ARTICLE 3: STANDARDS FOR PERFORMANCE

### 3.1 MM Personnel.

(a) Whenever employees, agents, representatives, or independent contractors of MM ("**MM Personnel**") are performing Services, MM shall cause MM Personnel to comply with Client's policies, including, but not limited to, privacy and information security policies. At Client's request and expense, and at Client's sole discretion, MM Personnel will attend one or more training sessions as managed by Client.

(b) MM Personnel shall at all times perform the Services in a safe and professional manner and comply with Applicable Laws. MM shall be responsible for the acts and omissions of all MM Personnel in connection with this Agreement.

(c) At Client's reasonable request, MM will promptly replace any MM Personnel providing Services under this Agreement. Client will not be required to pay for Services performed in an unsatisfactory manner by any such replaced MM Personnel.

(d) MM will use commercially reasonable efforts to prevent and identify all theft, damage, fraud or other misconduct by MM Personnel during the conduct of the Services ("**Misconduct**") that affects Client or its customers. MM will take appropriate action if Misconduct occurs.

(e) MM shall not permit any of its employees or any of its MM Personnel to perform any work on behalf of or for the benefit of Client without first verifying and ensuring their authorization to lawfully work in the United States. MM acknowledges, agrees, and warrants that (i) MM maintains and follows an established policy to verify the employment authorization of its employees and to ensure continued compliance for the duration of employment, (ii) MM has verified the identity and employment eligibility of all of its employees in compliance with Applicable Law, (iii) MM has established internal safeguards and reporting policies to encourage its employees to report any suspected violations of immigration policies or of immigration law promptly to MM's senior management, (iv) MM has implemented a policy to verify the validity of Social Security information provided by its employees at the time of hire by MM, (v) MM is without knowledge of any fact that would render any of its employees or any of its MM Personnel,

ineligible to legally work in the United States, and (vi) MM will promptly notify Client in writing in the event that any of its employees or any of its MM Personnel, that are working on Client's Services should lose authorization to legally work in the United States.

(f) MM will comply with all Applicable Laws, including without limitation the Immigration Reform and Control Act of 1986. MM represents that it is an equal opportunity employer and agrees, as applicable, to abide by the terms of the Equal Employment Opportunity Act of 1964 and Section 503, Public Law 93-112, and the regulations at 41 C.F.R. Part 50-741; and by the terms of Executive Order 11246, as amended, and the regulations at 41 C.F.R. Parts 60-1 through 60-60, and Section 402, Public Law 93-508, and the regulations at 41 C.F.R. Part 60-250. MM confirms that it provides equal employment opportunities for all individuals without regard to race, religion, national origin, gender, age, disability, sexual orientation, or other characteristics protected by any Applicable Laws.

#### ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS.

4.1 Client Data. MM acknowledges and agrees that Client shall retain all right, title and interest in and to all Client Confidential Information, including information regarding Client or its Affiliates' processes, methodologies, documentation, inventions, discoveries, innovations, data, hardware, or networking resources, including all Intellectual Property Rights therein and derivatives thereof or improvements thereto. Client grants no licenses to MM to use the Client Confidential Information other than for the purposes of performing Services hereunder, pursuant to the terms of this Agreement. As between Client and MM, MM agrees that Client will exclusively own all data that may be collected and compiled as a result of MM providing the Services hereunder. **"Intellectual Property" or "Intellectual Property Rights"** means all patents (including originals, divisionals, continuations, continuations-in-part, extensions, foreign applications, utility models and re-issues), patent applications, copyrights (including all registrations and applications therefor), trade secrets, service marks, trademarks, trade names, trade dress, trademark applications and other proprietary and intellectual property rights, including moral rights.

#### 4.2 Client Work Product.

a) Disclosure. MM agrees to disclose promptly in writing to Client any and all Intellectual Property made, conceived, developed, acquired or reduced to practice by MM, including any MM Personnel or any other entity working on behalf of MM, alone or jointly with others, during or in connection with the performance of the Services.

#### ARTICLE 5: CONFIDENTIAL INFORMATION

#### 5.1 Definitions.

(a) **"Confidential Information"** means any and all technical and non-technical information, including trade secrets, know-how and proprietary information, firmware, software, designs, schematics, techniques, plans, pricing, or any other information relating to any research project, work in process, future development, scientific, engineering, manufacturing, marketing or business plans or financial or personnel matters



relating to either Party or its present or future products, sales, suppliers, customers, employees, investors or affiliates and disclosed or otherwise supplied in confidence by the Party who disclosed the information (the **"Disclosing Party"**) to the other Party (the **"Receiving Party"**), or acquired by a Party in the course of carrying out the tasks hereunder, or as a result of access to the premises of a Party. This includes information furnished or learned in the course of the provision of Services by MM, and also in the context of a Client request for information or request for proposal, or related to discussions between the Parties in anticipation of this Agreement or any particular Statement of Work. Confidential Information includes: (i) information disclosed in a written or other tangible form which is clearly marked with a "confidential" or "proprietary" legend or other comparable legend; (ii) information disclosed orally or visually which is identified as confidential at the time of disclosure and confirmed in writing within a reasonable time; (iii) any other information which a reasonable person would deem confidential under the context of disclosure or due to the nature of the information; and (iv) in the case of Client, Customer Information. Exceptions to the term "Confidential Information" are set forth below in this Section. Confidential Information shall also include that this Agreement, the negotiations, discussions and business that occurs as a result of this Agreement, as well as the terms and the consideration for this Agreement.

(b) **"Customer Information"** means any and all information or data that is provided by, through or on behalf of Client or any Affiliate to any MM Personnel, or is otherwise acquired by any MM Personnel in the course of performing the Services under this Agreement that relates to any: (i) current, prospective or former customer (whether an individual, business entity, or otherwise) of Client or any Affiliate, (ii) consumer of Client or any Affiliate, (iii) nonpublic personal information of Client or any Affiliate regarding its customers or consumers (within the meaning of Title V of the Gramm-Leach-Bliley Act and its implementing regulations, or any other provision under Applicable Law), (iv) information subject to Section 628 of the Fair Credit Reporting Act and any regulations or guidelines adopted under those laws (or any other provision under Applicable Law), or (v) information from which a customer or consumer's identity can be ascertained, either from the information itself or by combining the information with information from other sources. "Customer Information" includes, but is not limited to, financial information, medical or health-related information. Examples are credit history, income, financial benefits, information in an application, loan or claim information, names or lists of individuals derived from nonpublic personally identifiable information or otherwise derived from Client or an Affiliate, or the identification of an individual as a customer or as an individual claimant under a financial product or service provided by Client or an Affiliate.

## 5.2 Mutual Obligations.

(a) **Standards.** Confidential Information of the Disclosing Party will be maintained by the Receiving Party, who will safeguard this information using the same degree of care as it uses its own Confidential Information, but in no case less than a reasonable degree of care. Subject to the terms of this Agreement, the Receiving Party will limit (i) access to the Disclosing Party's Confidential Information to those of its employees, officers, subcontractors, and agents with a need to know such Confidential Information for the performance of obligations under this Agreement, and (ii) use of the Disclosing Party's Confidential Information for the exclusive purpose of fulfilling its obligations under this

Agreement, including any Statement of Work. Unless agreed to the contrary in a Statement of Work, the Confidential Information of the Disclosing Party, and the results derived in any way from such information, is and will remain the sole and exclusive property of the Disclosing Party, and the Receiving Party has no right in or to the Disclosing Party's Confidential Information.

(b) **Exclusions.** Except for Customer Information (which will always remain as Confidential Information without exception), Confidential Information will not include information to the extent that: (i) such information is or becomes publicly available other than through any act or omission of either Party in breach of this Agreement; (ii) such information was received by the Receiving Party, other than under an obligation of confidentiality from a third party, which third party had no obligation of confidentiality to the Disclosing Party; or (iii) such information was in the possession of the Receiving Party at the time of the disclosure, or was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information. The burden of proof that Confidential Information falls into any one of the above exemptions will be borne by the Party claiming such exemption(s).

### 5.3 MM Obligations.

(a) **Generally.** MM acknowledges that Client's Confidential Information includes both Confidential Information and Customer Information. MM will only provide Client's Confidential Information to MM Personnel after MM has (i) informed each individual or legal entity of the confidential nature of the information and of the obligation to maintain the confidential nature of the Confidential Information, and (ii) it has procured a written agreement with each such MM Personnel on terms no less restrictive of Client's Confidential Information than as set forth in this Agreement. MM will maintain these agreements and make them immediately available for inspection by Client upon request. Client is an intended third party beneficiary of these agreements between MM and MM Personnel, and Client has a direct right of action to enforce the terms and conditions of these agreements. MM shall be liable for the acts or omissions of MM Personnel in breach of this Section 5.3.

(b) **Safeguards.** MM has established and will maintain commercially reasonable safeguards against the destruction, loss, alteration of or unauthorized access to Client's Confidential Information in the possession of MM Personnel, which safeguards will include policies for the disposal/destruction of any such data that are commensurate with the sensitivity of the materials to be disposed, in accordance with the terms of this Agreement. MM warrants that it will take all steps necessary to ensure fulfillment of this obligation and will take all reasonable measures, including court proceedings, to restrain MM Personnel from unauthorized disclosure or use of Client's Confidential Information.

5.4 Legal Proceedings. In the event a subpoena or other legal process is served upon the Receiving Party that, pursuant to the requirement of a governmental agency or law of the United States or any state thereof (or any governmental or political subdivision thereof), requires the disclosure of the other Party's Confidential Information disclosed hereunder, the Receiving Party will notify the Disclosing Party promptly upon receipt of such subpoena or other request for legal process (unless such notice is prohibited by Applicable Law), and will cooperate with the Disclosing Party, at the Disclosing Party's expense,



in any lawful effort by the Disclosing Party to contest the legal validity or scope of such subpoena or other legal process.

5.5 Injunctive Relief. The Receiving Party acknowledges it would be difficult to fully compensate the Disclosing Party for damages that may result from the breach or threatened breach of the foregoing provisions and, accordingly, that the Disclosing Party will be entitled to seek injunctive relief, including temporary restraining orders, preliminary injunctions and permanent injunctions, to enforce such provisions. This provision with respect to injunctive relief will not, however, diminish the Disclosing Party's right to claim and recover damages.

## ARTICLE 6: REPRESENTATIONS AND WARRANTIES; COVENANTS

6.1 Compliance. Each Party represents and warrants to the other Party that: (a) the entering into and carrying out of the terms and conditions of this Agreement will not violate or constitute a breach of any obligation binding upon such Party, including its employees and agents (which shall include MM Personnel); and (b) such Party and its employees and agents (which shall include MM Personnel) will comply with all applicable international, federal, state and local laws, rules and regulations (and all corresponding regulations/directives, in connection with its performance under this Agreement.

6.2 Performance; Products and Services. MM represents and warrants that it will provide competent MM Personnel with sufficient skill, knowledge, and training to provide the Work Products and Services that are set forth in this Agreement and any applicable Statement of Work, and that such MM Personnel will perform such Services or provide such Work Products in a diligent and professional manner, and the Work Products and Services will comply with: (a) all performance specifications set forth in this Agreement and the applicable Statement of Work (such as but not limited to Deliverables), and (b) industry standards. MM further warrants that it will strictly comply with the descriptions and representations as to the Work Products and Services including performance, Deliverables, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements set forth in this Agreement and any Statement of Work. Except as may be authorized by the terms of this Agreement or in an applicable Statement of Work between the Parties, MM warrants that the performance of the Services will take place solely within the United States.

## ARTICLE 7: INDEMNIFICATION

7.1 Indemnification by MM. MM will, at its expense, indemnify, defend and hold harmless Client, its Affiliates and their officers, directors, employees, agents and representatives ("**Client Indemnified Parties**") from and against all judgments, losses, payments, costs, expenses (including reasonable attorneys' fees), damages, settlements, liabilities, fines, and penalties of the Client Indemnified Parties ("**Costs**") arising from or in connection with a claim, suit, action, proceeding or demand (each, a "**Claim**") brought against Client Indemnified Parties by a third party (a) in connection with the Services performed hereunder, including for the violation of Intellectual Property Rights by MM Personnel under this Agreement, and (b) arising from or in connection with (i) the alleged or actual violation by MM or MM Personnel of federal and state laws, rules and/or regulations regarding the Services, (ii) the

breach by MM or MM Personnel of any of their obligations or warranties hereunder, (iii) any death, bodily injury or property damage caused or incurred by MM Personnel, (iv) the damage, loss or destruction of any tangible personal property or real property of a Client Indemnified Party caused by MM or MM Personnel, (v) the negligent acts or omissions, willful misconduct, or fraud of MM or MM Personnel, (vi) any action brought by, or on behalf of, any employee, agent, consultant or subcontractor, (vii) any action as a result of MM and MM Personnel's policies and procedures other than those required by Client, or (viii) any action brought by, or on behalf of, any taxing or other governmental authority in relation to MM Personnel, including for payment of wages or benefits or tax withholding. In addition, in the event of a Security Breach, MM will indemnify Client for all Costs related to the investigation of such breach as well as, at Client's election, the furnishing of notice to affected customers/consumers, and/or the offer to such affected individuals of ongoing monitoring services (e.g., credit bureau monitoring).

**7.2 Indemnification by Client.** Client will, at its expense, indemnify, defend and hold harmless MM, its Affiliates and their officers, directors, employees, agents and representatives ("**MM Indemnified Parties**") from and against all judgments, losses, payments, costs, expenses (including reasonable attorneys' fees), damages, settlements, liabilities, fines, and penalties of the MM Indemnified Parties ("**Costs**") arising from or in connection with a claim, suit, action, proceeding or demand (each, a "**Claim**") brought against MM Indemnified Parties by a third party (a) in connection with the violation of Intellectual Property Rights by Client with regard to any information or materials provided by Client under this Agreement, and (b) arising from or in connection with (i) the alleged or actual violation by Client or Client Personnel of federal and state laws, rules and/or regulations regarding the Services, (ii) by a third party in connection with: bodily injury, death, sickness, property damage or other physical injury, harm or damage caused by any negligence or willful misconduct of Client or its Affiliates and their respective directors, officers, employees, successors, assigns, insurers, independent contractors or agents.

**7.3 Indemnification Procedure.** The Indemnified Party will provide the other Party (the "**Indemnifying Party**") (a) reasonably prompt written notice of the existence of such Claim or Costs; (b) control over the defense or settlement of any such Claim, provided that the Indemnifying Party may not settle such Claim without the Indemnified Party's prior written consent, which consent must not be unreasonably withheld, and provided that the Indemnified Party has the right to participate in the defense of any such Claim at its expense and through counsel of its choosing; and (c) non-financial assistance at Indemnifying Party's request to the extent reasonably necessary for the defense of any such Claim. A failure by an Indemnified Party under this Section only affects Indemnifying Party's obligations under this Section to the extent any such failure materially prejudices Indemnifying Party's ability to reduce the Costs that may be owed to an Indemnified Party, or to defend a Claim under this Section. Further, notwithstanding the terms of this Section, in the event that an Indemnified Party pays a Claim asserted against it immediately prior to the due date for such payment in order to prevent further penalties or adverse consequences, the payment of such amount will not be deemed a breach under this Section and is recoverable by the Indemnified Party as a Cost without reference to the ultimate disposition of the Claim.

## ARTICLE 8: LIMITATION OF LIABILITY

8.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY DAMAGES OR COSTS ARISING PURSUANT TO CONFIDENTIALITY, REPRESENTATIONS AND WARRANTIES AND INDEMNIFICATION, NEITHER PARTY WILL BE LIABLE TO EACH OTHER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICES AND/OR PRODUCTS SUPPLIED HEREUNDER, EVEN IF THE PARTIES HAVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES ARE FORSEEABLE.

8.2 EACH PARTY'S CUMULATIVE LIABILITY FOR ANY AND ALL CAUSES OF ACTION, CLAIMS AND DAMAGES IN CONNECTION WITH THIS AGREEMENT WILL NOT EXCEED THE TOTAL SERVICE FEES PAYABLE TO MM FOR SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS FROM THE DATE IN WHICH THE CLAIM AROSE. THIS LIMITATION WILL NOT APPLY TO (I) BREACHES BY EITHER PARTY OF ITS CONFIDENTIALITY AND DATA SECURITY OBLIGATIONS, (II) BREACHES OF REPRESENTATIONS AND WARRANTIES, (III) EITHER PARTY'S INDEMNITY OBLIGATIONS ARISING UNDER THIS AGREEMENT, OR (IV) A PARTY'S NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD.

## ARTICLE 9: GENERAL PROVISIONS

9.1 Use of Name and Publicity. Unless otherwise agreed to in writing, MM will not, and MM Personnel not to use the name, logo, trademark, trade name, or other marks of Client or any of its Affiliates without Client's prior written consent.

9.2 Notices. Unless otherwise required under this Agreement, all notices, consents and other communications hereunder must be in writing and will be deemed to have been duly given when delivered personally, or one (1) business day after being sent by a nationally-recognized overnight courier with package tracking capabilities, or three (3) business days after being sent postage prepaid by certified or registered mail, return receipt requested. Notice that is delivered via facsimile or electronic mail is sufficient to meet the notice requirement, provided it is confirmed as received by the other Party. All notices should be sent to the following addresses and indicated contacts:

If to Client: 1801 Hermitage Blvd Suite 100 Tallahassee, FL 32308

If to MM: 7304 SW 45<sup>th</sup> Street Miami, FL 33155

9.3 Survival. The terms and provisions of this Agreement that by their nature and terms are designed to survive termination shall survive the termination of this Agreement.

9.4 No Third-Party Beneficiaries. Except as stated in this Agreement, MM and Client intend that this Agreement will not benefit or create any right or cause of action in or



on behalf of any person or entity other than the Parties.

9.5 Modification and Waiver. No modification of this Agreement or any Statement of Work and no waiver of any breach of this Agreement or any Statement of Work will be effective unless in writing and signed by an authorized representative of each Party. No waiver of any breach of this Agreement or any Statement of Work, and no course of dealing between the Parties, will be construed as a waiver of any subsequent breach of this Agreement or any Statement of Work.

9.6 Severability. The provisions of this Agreement are severable. If a court or arbitrator holds any provision of this Agreement or any Statement of Work invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby. If a court or arbitrator holds any such provision to be invalid or unenforceable, the adjudicating entity will replace that provision with a provision that is valid and enforceable, and most nearly reflects the intent of the original provision.

9.7 Interpretation. Each Party acknowledges that it has had the opportunity to read and review this Agreement and each Statement of Work with counsel, and that this Agreement and each Statement of Work have been the subject of active and complete negotiations, and that neither this Agreement nor any Statement of Work may be interpreted or construed in favor of or against any Party. Section headings are provided for convenience only and are not to be used to construe or interpret this Agreement. However, if the terms "section(s)" are used in reference to any legislation, statute or regulation, then the reference is deemed to include all related articles or sections within the same legislation, statute or regulation (as such articles and/or sections may be amended from time to time). Whenever the words "include" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation."

9.8 Consents. Except as expressly agreed by the Parties or as provided in this Agreement, wherever this Agreement or any Statement of Work requires either Party's approval, consent or satisfaction, such approval, consent or satisfaction may not be unreasonably or arbitrarily withheld or delayed.

9.9 Force Majeure. Neither MM nor Client shall be liable for any failure or inability to perform their respective obligations under this Agreement for a period of up to forty- five (45) days due to any cause beyond the reasonable control of the non-performing party, including but not limited to acts of God, regulations of laws of any government, acts of war or terrorism, acts of civil or military authority, fires, floods, accidents, epidemics, quarantine restrictions, unusually severe weather, explosions, earthquakes, strikes, labor disputes, pandemic, loss or interruption of electrical power or other public utility, freight embargoes or delays in transportation, or any similar cause beyond its reasonable control. If a party's non-performance under this section extends for forty- five (45) days or longer, the party affected by such non-performance may immediately terminate this Agreement by providing written notice thereof to the other party.

9.10 Governing Law, Exclusive Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of Florida, without

regard to its principles of conflict laws. Any dispute or claim regarding the terms of this Agreement or the provision of the Services contemplated hereby shall be resolved exclusively in the Court of Common Pleas for the County of Miami Dade in the State of Florida and the parties hereby irrevocably submit to the personal jurisdiction of said court and waive all defenses thereto.

9.11 Confidentiality. The parties agree to keep the terms and conditions of this Agreement, and any information exchanged or obtained hereunder strictly confidential, and not disclose such information and materials to any third party, except pursuant to a court order or applicable law, rule or regulation, and provided that the other party has been given prompt written notice of the impending disclosure and has been provided a reasonable opportunity to seek an appropriate protective order.

9.12 Remedies. Each Party acknowledges and agrees that its breach of this Agreement would cause irreparable harm to the other and that such harm may not be compensable entirely with monetary damages. If either party violates this Agreement, the aggrieved party may, but shall not be required to, seek injunctive relief and/or any other remedy allowed at law, in equity, or under this Agreement. Any injunctive relief sought by an aggrieved party shall be in addition to and not in limitation of any monetary relief or other remedies or rights to which the aggrieved party is or may be entitled at law, in equity, or under this Agreement. In connection with any suit at law or in equity by either party under this Agreement, the prevailing party shall be entitled to an accounting, and to the repayment of all profits, compensation, commissions, fees, or other remuneration which the violating party or any other entity or person has either directly or indirectly realized on its behalf or on behalf of another and/or may realize, as a result of, growing out of, or in connection with the violation which is the subject of the suit. In addition to the foregoing, the prevailing party shall be entitled to collect from the violating party any reasonable attorney's fees and costs incurred in bringing any action against the violating party or otherwise to enforce the terms of this Agreement, as well as any attorney's fees and costs for the collection of any judgments in the prevailing party's favor arising out of this Agreement.

9.13 Remedies upon Default. Unless specifically set forth in this Agreement or an applicable Statement of Work, in the event of breach by either Party, the non-breaching Party will be entitled to exercise any and all rights and remedies available to it at law or in equity, whether concurrently or separately, and the exercise of one remedy will not be deemed either an election of such remedy or a preclusion of the right to exercise any other remedy. Without limiting the generality of the foregoing, either Party may offset any fees it owes to the other Party against amounts it is otherwise owed.

9.14 Attorney Fees. In all Disputes, the prevailing Party is entitled to recover its reasonable attorney fees (including, if applicable, reasonable charges for in-house counsel), court costs and other legal expenses from the non-prevailing Party.

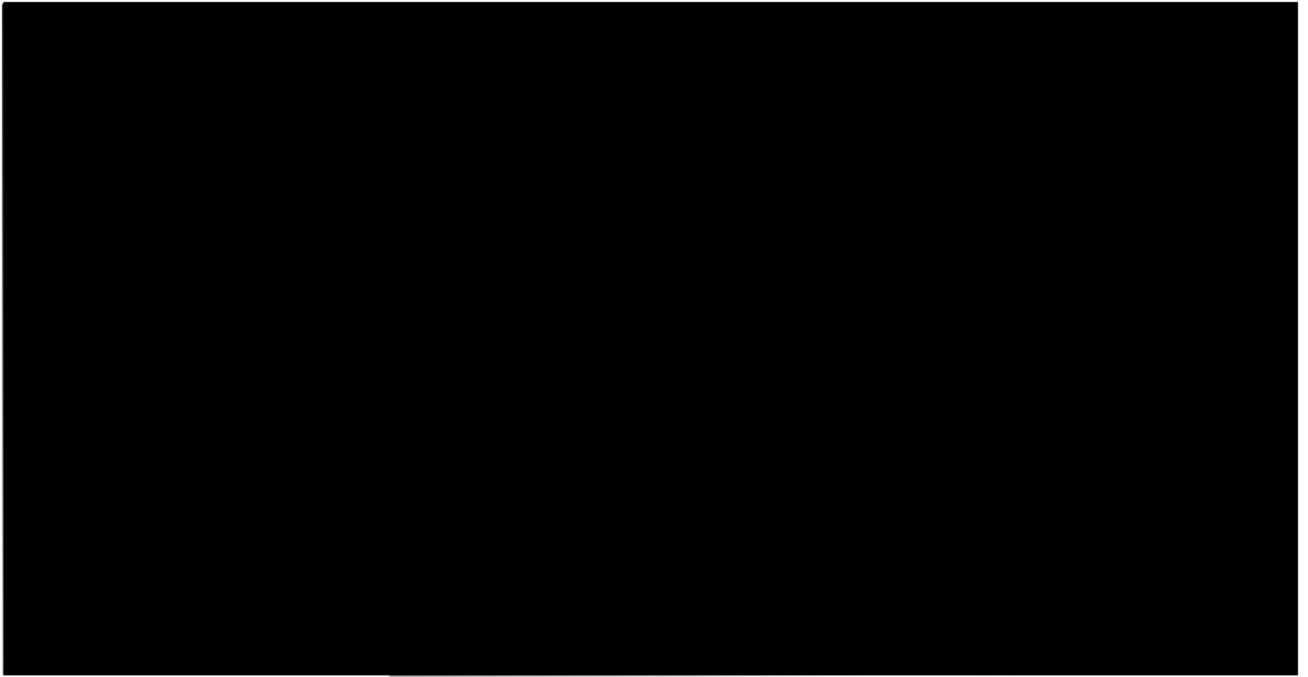
9.15 Execution. To facilitate execution, this Agreement may be executed (a) pursuant to the process set forth in the Electronic Signatures in Global and National Commerce Act (15 USC §7001 et seq.), or (b) in as many counterparts as may be required to reflect all Parties' assent; all counterparts shall collectively constitute a single agreement. A legible facsimile or emailed signature that can be authenticated will constitute an original and binding signature of a Party.

9.16 Entire Understanding. This Agreement constitutes the exclusive and entire agreement between the Parties with respect to its subject matter, and as of the Effective Date, supersedes all prior or contemporaneous agreements, negotiations, representations and proposals of any kind, whether written or oral, either express or implied, relating to this subject matter. This Agreement includes and integrates any properly executed attachments, including the exhibits and any Statements of Work or addenda.

***[Signature page follows]***



The undersigned authorized representatives of the Parties have executed and delivered this Agreement as of the Effective Date.





## STATEMENT OF WORK

**THIS STATEMENT OF WORK ("SOW")** describes the Services, and the related deliverables and milestones to be performed by Mission Med, ("MM"), for **State Board of Administration**, ("Client"), subject to the terms and conditions of the Master Services Agreement (the "**MSA**") by and between **Mission Med** and **Client** dated **October 12, 2023** ("Effective Date"). All capitalized terms not defined herein shall have the meanings assigned in the MSA. In the event of a conflict between the terms of this SOW and the MSA, this SOW shall prevail.

**Engagement of Mission Med.** The Client hereby engages Mission Med to provide the health prevention related services and products as such are set forth in this SOW and Mission Med hereby accepts such engagement by the Client, all upon the terms and subject to the conditions hereinafter set forth.

**Term; Termination.** The initial term of this SOW ("Initial Term") is for the period beginning upon the date above and ending **December 31, 2023**. The Start Date is the date upon which Mission Med launches services, referenced in this SOW. The end of the Initial Term, and each successive term thereafter ("Successive Terms") this Agreement will automatically renew for an additional one (1) year period unless either party gives the other at least ninety (90) days prior written notice that it is terminating the Agreement.

It is understood that certain obligations of Mission Med below are dependent on Client providing certain data, information, or assistance to Mission Med from time to time, and that such cooperation will be essential to Mission Med meeting its obligations.

### *Additional Definitions*

#### **Eligibility**

- Approximately 50 eligible participants

#### **Launch Date**

The Launch Date is defined in **Exhibit A** as the date upon which the services shall be available to Eligible participants. To meet the selected Launch Date, the Client commits to approval of final implementation by the dates laid out in **Exhibit A**.

Mission Med may revise this Launch Date or Final Implementation approval dates in consultation with the Client should these deadlines require change.

*With this Statement of Work, Mission Med has agreed to provide the following:*

## 1. Biometric Screenings

Mission Med shall provide biometric screenings via the following screening services outlined below. Mission Med will provide HIPAA-compliant registration, scheduling, consent, results, and personalized education. Fasting is strongly recommended for accurate results. To fast for blood work, participants cannot eat anything for at least 8 hours before their screening time. Participants may drink water, tea, or black coffee (no sugar, milk, or creamer added).

1.1. Staff. Mission Med agrees to use reasonable efforts to ensure the continuity of personnel assigned to perform Services such that a sufficient number of trained healthcare professionals (hereafter "Mission Med Staff" or "Staff") to perform biometric screenings consistent with those outlined below. Applicable Staff shall hold and maintain for the Term of this Agreement any licensure or certifications required by applicable federal, state, and local laws and regulations to provide the Screening Services under this Agreement.

1.2. Reporting. Biometric Screening Services includes both the collection and processing of vital statistics derived from the health screening as well as the reporting of test results to the screened individuals (hereafter "Participants") and Client consistent with the laws governing reporting of such test results.

1.3. Participants. Each Participant will be required to agree to Mission Med's consent and authorization to perform the screening services. Without exception, any Participant failing to agree to the consent shall be ineligible to participate in screening services. The Client acknowledges and agrees it shall be charged fees in accordance with the SOW even for Participants failing to consent for services.

1.4. Process. Mission Med will follow pre- and post-screening protocols (hereafter "Protocols") in a manner consistent with federal, state, and local guidelines. Mission Med shall at all times conduct itself, require, and ensure that Mission Med's Staff is at all times in compliance with all applicable federal, state, and local laws, rules, and regulations.

1.5 Physical Screening Locations; Supplies. Client hereby authorizes Mission Med's access, license, and consent to those certain physical spaces from which to perform the agreed upon services. Further, Client shall provide Mission Med's Staff adequate screening space, as applicable, including table(s), chair(s), and electricity. Mission Med will provide all other materials, supplies, and equipment necessary to provide the Screening Services.

1.6. Biometric Screening Panel: Mission Med will provide one visit as part of the biometric screening event per location. The initial visit includes an onsite fingerstick, vital signs, and body composition by Mission Med staff, and results review with each participant. During the review, Mission Med Staff provide a review that includes the participant's results, healthy ranges, goal setting, and information about specific programs or activities that would benefit the participant.

### Visit One: Onsite Fingerstick:

- This screening includes:
  - Manual blood pressure, heart rate, respiratory rate, oxygen saturation, height, weight, BMI, waist circumference, body fat percentage (bioelectrical impedance). Our lab panel includes: lipid panel total cholesterol, HDL, LDL, triglycerides, and glucose.
  - Results are reviewed with each participant:
    - Good – explanation of results
    - Caution – recommended education and activity based on results category
    - High Risk – recommended follow up with participant's Primary Care Provider or a Mission Med Provider
  - Critical risk individuals: Screeners will direct participants identified as critical risk to emergency/urgent care and will be required to fill out an onsite risk referral form on behalf of the participant.
    - A member of our healthcare team will follow up with all critical risk participants

\*Minimum number of participants: 50 participants/screenings per clinic



\*Additional screenings require additional costs. See Exhibit A for pricing.

Scope of Screenings:

- Mission Med will screen on October 12, 2023
- It is estimated Mission Med will be screening approximately 50 participants over one clinic
- Biometrics Screening \$60 per screening
- Unless details are known at the time of this SOW, all dates and hours for the screenings will be set after SOW is signed and executed. All clinic requests require a minimum of 4 weeks notice.
- See **Exhibit A** for pricing.

**2. Flu Shots**

Mission Med's staff will procure and administer the Influenza Vaccine to Eligible Participants at Client's designated location(s) on the dates and times agreed upon by the parties, using reasonable efforts to follow protocols established by Client and approved by Mission Med that meet manufacturer, CDC, federal, state, and local guidelines for the administration of Influenza Vaccines (the "Protocols"). Mission Med will provide all other services, equipment, materials, and supplies necessary to provide the Services, including personal protective equipment for Mission Med staff, collecting and disposing of medical waste, any required medications, disinfecting wipes, and shipping and handling. Mission Med agrees to perform the Services with that standard of care, skill, and diligence that is provided by a professional organization in the performance of similar services.

Mission Med shall provide 2023-2024 Influenza vaccines via the following services outlined below. Mission Med will provide HIPAA-compliant registration, scheduling, consent, and vaccination records.

Minimum 50 vaccinations per clinic\*

Flu Shots: \$45 per shot; \$75 per high dose shot (65+ years old; 10 high doses minimum) – all-inclusive

If a combination clinic of Biometrics and Flu vaccines Flu Shot Pricing: \$40 per shot; \$75 per high dose shot (65+ years old; 10 high doses minimum) – all-inclusive

\*If multiple clinics occur on the same day, the 50 minimum vaccinations per event still applies.

2.1. Staff. Mission Med agrees to use reasonable efforts to ensure that a sufficient number of trained healthcare professionals (hereafter "Mission Med Staff" or "Staff") to administer Flu shots consistent with those outlined below. Applicable Staff shall hold and maintain for the Term of this Agreement any licensure or certifications required by applicable federal, state, and local laws and regulations to provide Immunization Services under this Agreement.

2.2. Reporting. Immunization Services includes administering Flu Shots and reporting Flu Shots administered to the Client and consistent with the laws governing reporting of such Flu Shots.

2.3. Participants. Each Participant will be required to agree to Mission Med's consent and authorization to perform the Immunization Services. Without exception, any Participant failing to agree to the consent shall be ineligible to participate in Immunization Services. The Client acknowledges and agrees it shall be charged fees in accordance with the SOW even for Participants failing to consent for services.

2.4. Process. Mission Med will follow pre- and post-screening protocols (hereafter "Protocols") in a manner consistent with federal, state, and local guidelines. Mission Med shall at all times conduct itself, require, and ensure that Mission Med's Staff is at all times in compliance with all applicable federal, state and local laws, rules, and regulations.

2.5 Physical Immunization Locations; Supplies. Client hereby authorizes Mission Med's access, license, and consent to those certain physical spaces from which to perform the agreed upon services. Further, Client shall provide Mission Med's Staff

adequate immunization space, as applicable, including table(s), chair(s), and electricity. Mission Med will provide all other materials, supplies, and equipment necessary to provide the Immunization Services.

\*Minimum number of participants: 50 participants/Flu Shots per day

\*Additional Flu Shots require additional costs. See Exhibit A for pricing.

**Scope of Flu Shots:**

- Mission Med will provide a Flu Shot Clinic on October 12, 2023
- It is estimated Mission Med will be administering approximately 50 Flu Shots over one clinic
- Unless details are known at the time of this SOW, all dates and hours for the screenings will be set after SOW is signed and executed. All event requests require a minimum of 2 weeks notice.
- See Exhibit A for pricing.

**3. Massage Therapy**

Mission Med's staff will procure the necessary staff and supplies to perform Massage Therapy sessions to Eligible Participants at Client's designated location(s) on the dates and times agreed upon by the parties. The Massage Therapist will screen eligible participants prior to all appointments to ensure they do not present with chronic or acute medical conditions that make massage therapy inappropriate at the time of their appointment. The Massage Therapist is required to safeguard eligible participants' sensitive information. The Massage Therapist will commit to provide massage therapy for 4 hours on October 12, 2023. The Massage Therapist shall remain on schedule to provide massages within 15-minute sessions for each employee. Mission Med agrees to perform the Services with that standard of care, skill, and diligence that is provided by a professional organization in the performance of similar services.

Mission Med shall provide Massage Therapy sessions via the following services outlined below. Mission Med will provide HIPAA-compliant registration, scheduling, screening, and consent.

Minimum 4 hours per Massage Therapist\*

Licensed Massage Therapist (LMT): \$175 per hour

\*If multiple clinics occur on the same day, the 4-hour minimum per event still applies.

3.1. Staff. Mission Med agrees to use reasonable efforts to ensure that a sufficient number of trained Licensed Massage Therapists (hereafter "Mission Med Staff" or "Staff") to perform Massage Therapy sessions consistent with those outlined below. Applicable Staff shall hold and maintain for the Term of this Agreement any licensure or certifications required by applicable federal, state, and local laws and regulations to provide Massage Therapy under this Agreement.

3.2. Reporting. Massage Therapy sessions completed shall be reported to the Client.

3.3. Participants. Each Participant will be required to agree to Mission Med's consent and authorization for a Massage Therapy session. Without exception, any Participant failing to agree to the consent shall be ineligible to participate in a Massage Therapy session. The Client acknowledges and agrees it shall be charged fees in accordance with the SOW even for Participants failing to consent for services.

3.4. Process. Mission Med will follow pre-screening protocols (hereafter "Protocols") in a manner consistent safe practices of Massage Therapy. Mission Med shall at all times conduct itself, require, and ensure that Mission Med's Staff is at all times in compliance with all applicable federal, state and local laws, rules, and regulations.

3.5 Physical Locations; Supplies. Client hereby authorizes Mission Med's access, license, and consent to those certain physical spaces from which to perform the agreed upon services. Further, Client shall provide Mission Med's Staff adequate

space, as applicable, including table(s), chair(s), and electricity. Mission Med will provide all other materials, supplies, and equipment necessary to provide Massage Therapy sessions.

\*Additional hours of Massage Therapy require additional costs. See Exhibit A for pricing.

**Scope of Massage Therapy:**

- Mission Med will provide Massage Therapy Sessions on October 12, 2023
- Mission Med will be providing 4 LMTs for 4 hours each.
- Unless details are known at the time of this SOW, all dates and hours for the screenings will be set after SOW is signed and executed. All event requests require a minimum of 4 weeks notice.
- See **Exhibit A** for pricing.

**4. Customer Service**

To ensure ongoing success of the program, Mission Med will make available its team as often as is reasonable for the execution of this program and operate as the primary contact for day-to-day program needs. Post-Launch, the team will serve as primary contact for program administrators and will assist in program planning, program reporting and any census management.

**5. Program Communications and Marketing**

Mission Med will coordinate and execute marketing strategies targeted at the employee level. These campaigns are built to educate and engage prior to the official Launch Date of the clinic.

The following items are provided to the Client prior to the program launch. Additional education and marketing campaigns will be executed throughout the term of this agreement, on an as-needed basis as determined mutually by Mission Med and the Client. All communications will be sent digitally, unless otherwise noted. The Client may request print material for an additional fee, to be determined on a per project basis.

Please note: The Client may edit the standard templates provided by Mission Med. All work on and final product for custom communications must be approved by the Client.

- Client specific communication materials
  - o Program Promotional Materials
  - o Self-Registration instructions

**Deliverables:** Program communication templates will be made available to the Client.

**Projected Delivery Date(s):** Participant communications and program promotions will be given to the Client prior to the clinic launch date to promote engagement.

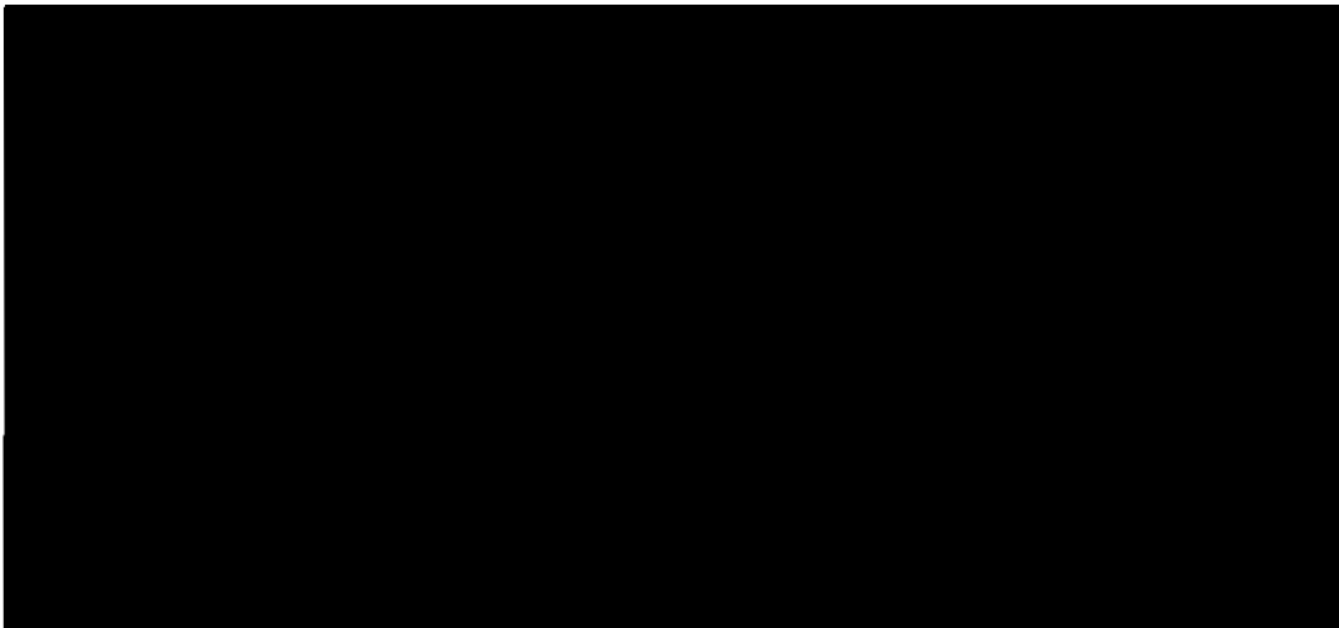
**6. Pricing**

Pricing for the Mission Med services and deliverables described in the MSA and this SOW shall be as set forth in this SOW. Client will be billed for agreed upon services 10 business days prior to the scheduled clinic date. Any additional expenses accrued by the Client will be reconciled at the close of clinic and submitted to the Client to remit payment within 30 days.

*SIGNATURE PAGE FOLLOWS*



*IN WITNESS WHEREOF, for good and valuable consideration and intending to be legally bound, the Parties have caused this SOW to be duly executed below.*



**Exhibit A - Dates & Pricing**

<b>Important Dates</b>	
Effective Date	August 28, 2023
*Biometric Screenings/Flu Shot Clinic/Massage Therapy Sessions Date & Location	October 12, 2023 <i>Location TBD</i>

<b>Biometrics Screenings</b>	
Biometric Screenings (1 clinic; all-inclusive; 50 screenings each clinic)	\$3,000/per clinic
Each Additional Biometric Screening	\$60/each
Service	<p>Service is defined as a clinic at a specific location consisting of consecutive hour(s). Any break more than one hour will constitute a new Service subject to Standard Service Guaranteed Minimums. Each Service cannot be longer than 8 hours in duration, exclusive of breaks. Events of multiple days will have multiple Services and events in multiple locations will have multiple Services.</p> <p>For each Service, Client will inform MM of the number of Biometric Screenings to be administered. Client understands that preparing each Service requires MM to incur substantial time and cost. Therefore, once the Service is agreed between Client and MM, Client Agrees that it is responsible for all fees based on the Ordered Biometric Screenings and as outlined below.</p> <p>If Client reduces the Ordered Biometric Screenings for a Service or cancels a Service with at least 14 business days' notice, Client agrees to pay 50% of the per Biometric Screening fee for such decreased Biometric Screenings. Any reductions or cancellations within 13 business days will result in the Client being responsible for 100% of any fees due based on the Ordered Biometric Screenings amount.</p>
Standard Service Guaranteed Minimum and Standard Service Billing	<p>Standard Service Guaranteed Minimum is the greater of 50 Biometric Screenings or 100% of ordered Biometric Screenings at full price.</p> <p>Standard Service Billing will be the greater of the actual number of Biometric Screenings administered or the Standard Service Guaranteed Minimum described above plus fees for any additional services ordered.</p>

\* All biometric clinic requests require a minimum of 4 weeks notice. 50 screenings minimum per clinic. Biometric screenings include the following: Scheduling- Screening- Results Review - Data / Reporting – Aggregate Report post-clinic if requested

<b>Flu Shot Clinic</b>	
Flu Shot Clinic(1 clinic; all-inclusive; 50 Flu Shots each clinic; Regular Dose)	\$2,250/per clinic
Each Additional Regular Flu Shot	\$45/each
Service	<p>Service is defined as an event at a specific location consisting of consecutive hour(s). Any break more than one hour will constitute a new Service subject to Standard Service Guaranteed Minimums. Each Service cannot be longer than 8 hours in duration, exclusive of breaks. Events of multiple days will have multiple Services and events in multiple locations will have multiple Services.</p> <p>For each Service, Client will inform MM of the number of doses to be administered ("Ordered Doses"). Client understands that preparing each Service requires MM to incur substantial time and cost. Therefore, once the Service is agreed between Client and MM, Client Agrees that it is responsible for all fees based on the Ordered Doses and as outlined below.</p> <p>If Client reduces the Ordered Doses for a Service or cancels a Service with at least 14 business days' notice, Client agrees to pay 50% of the per shot fee for such decreased doses. Any reductions or cancellations within 13 business days will result in the Client being responsible for 100% of any fees due based on the Ordered Dose amount.</p>
Standard Service Guaranteed Minimum and Standard Service Billing	<p>Standard Service Guaranteed Minimum is the greater of 50 doses or 100% of ordered doses at full price.</p> <p>Standard Service Billing will be the greater of the actual number of doses administered or the Standard Service Guaranteed Minimum described above plus fees for any additional services ordered.</p>
<p><i>* All Flu clinic requests require a minimum of 2 weeks notice. 50 Flu shots minimum per clinic. Flu Shots include the following: Scheduling- Pre-Screening- Immunization - Data / Reporting – Aggregate Report post-clinic if requested</i></p>	



<b>Massage Therapy Sessions</b>	
Massage Therapy Sessions (1 clinic; all-inclusive; 4 Licensed Massage Therapists; 4 hours each)	\$2,800/per clinic
Each Additional hour of Massage Therapy	\$175/hr per LMT
Service	<p>Service is defined as an event at a specific location consisting of consecutive hour(s). Any break more than one hour will constitute a new Service subject to Standard Service Guaranteed Minimums. Each Service cannot be longer than 8 hours in duration, exclusive of breaks. Events of multiple days will have multiple Services and events in multiple locations will have multiple Services.</p> <p>For each Service, Client will inform MM of the number LMT's requested and designated hours. Client understands that preparing each Service requires MM to incur substantial time and cost. Therefore, once the Service is agreed between Client and MM, Client Agrees that it is responsible for all fees based on the services as outlined below.</p> <p>If Client reduces the number of LMT's or clinic hours for a Service or cancels a Service with at least 14 business days' notice, Client agrees to pay 50% of the agreed upon Service fee. Any reductions or cancellations within 13 business days will result in the Client being responsible for 100% of any fees due.</p>
Standard Service Guaranteed Minimum and Standard Service Billing :	<p>Standard Service Guaranteed Minimum of 4 hours per LMT at agreed upon price.</p> <p>Standard Service Billing will be the greater of the actual number of hours worked per LMT or the Standard Service Guaranteed Minimum described above plus fees for any additional services ordered.</p>
<p><i>* All Massage Therapy requests require a minimum of 4 weeks notice. 4-hour minimum per LMT per clinic. Massage Therapy sessions include the following: Scheduling- Pre-Screening- Massage Therapy sessions – Aggregate Report post-clinic if requested</i></p>	

<b>Optional Add-On Fees</b>	
Vitamin B12 Injections	\$25/Injection
Custom Videography of Clinic for Marketing Materials	\$1000/per location
Additional Staff or Clinic Hours as needed	<p>\$140/hr RN \$100/hr Non-RN \$175/hr LMT</p>

## ACKNOWLEDGEMENT

by **Mission Med, LLC of Laws and Regulations which the State Board of Administration of Florida must follow**

Notwithstanding any statements to the contrary in the Exhibit A 2023 the following provisions apply to the State Board of Administration of Florida as an entity of the State of Florida and are agreed to by **Mission Med, LLC**.

1. The State Board of Administration of Florida (**SBA**), as an entity of the State of Florida, is prohibited from entering into indemnification agreements. (See Florida Attorney General Opinion 99-56, dated September 17, 1999.) The **SBA** is also prohibited from entering into a limitation of remedies agreement. (See Florida Attorney General Opinion 85-66, dated August 23, 1985.) The **SBA** agrees to any sections on Warranties, Indemnification and Limitation of Liability to the fullest extent allowable and enforceable under Florida law.

2. Notwithstanding any provision in any agreement between the parties, **Mission Med, LLC** acknowledges and agrees that the **SBA** is bound by the provisions of Chapter 119 (Public Records), Florida Statutes, and in the event of any conflict between Chapter 119, Florida Statutes, and the terms of these Agreements between the parties, the provisions and procedures of Chapter 119, Florida Statutes will prevail.

3. **IF MISSION MED, LLC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS REQUIREMENT TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF THE PUBLIC RECORDS AT:**

**STATE BOARD OF ADMINISTRATION OF FLORIDA  
POST OFFICE BOX 13300  
TALLAHASSEE, FLORIDA 32317-3300  
(850) 488-4406  
SBAContracts\_DL@sbafla.com**

(The font, bolding and text are required by s119.0701(2)(a))

4. Consistent with the Florida Transparency in Contracting Initiative, the **SBA** posts certain operational contracts on its website, and this Agreement will be one of the agreements posted. **Mission Med, LLC** hereby agrees that the **SBA** is authorized to post this Agreement (including any amendments or addenda hereto) and a description of the content of the Agreement (including any amendments or addenda hereto) on the **SBA's** website. At the time of execution **Mission Med, LLC** may submit a redacted version of the agreement for these purposes.

5. The **SBA** requires its vendors to comply with and use the E-Verify system. **Mission Med, LLC** shall register with and use and shall cause any of its subcontractors to register with and use, the E-Verify system to verify the employment eligibility of newly hired employees performing services within the United States in accordance with Section 448.095, Florida Statutes. **Mission Med, LLC** acknowledges that **SBA** is subject to and **Mission Med, LLC**

agrees to comply with Section 448.095, Florida Statutes, as amended from time to time, to the extent applicable.

6. (Reserved)

7. Notwithstanding any provision to contrary, this Agreement shall not be construed as a waiver (i) of the sovereign immunity of the State of Florida; (ii) a waiver of the State of Florida's rights under the 11th Amendment to the United States Constitution; or (iii) to a jury trial.

