

MASTER SERVICES AGREEMENT

Last Updated: February 1, 2022

Effective March 20, 2020

The following terms and conditions (“Agreement”) between Shared Harvest|myCovidMD™ (“Shared Harvest|myCovidMD™”) and you (the “Client”) apply to the consulting and medical services (the “Services”) offered by Shared Harvest|myCovidMD™ as mutually agreed to herein by the Parties, and shall be effective until or unless there is a signed agreement between the parties otherwise governing the Services. Shared Harvest|myCovidMD™ and Client shall hereinafter collectively be referred to as the “Parties” and each a “Party”. Reference to “Client” may include an affiliate of Client if so indicated in an applicable SOW.

1. Services

1.1 Shared Harvest|myCovidMD™ shall furnish to Client and certain employees and independent contractors of Client (collectively, “Client Personnel”) consulting and medical services (the “Services”) as may be set forth in any Order or Statement of Work (“SOW”). The Services shall be provided at the location(s) set forth in the applicable SOW (the “Location(s)”) or via telephone, video conference or other forms of electronic communication as described in the applicable SOW. Shared Harvest|myCovidMD™ personnel, including Shared Harvest|myCovidMD™ employees, contractors, or other personnel assigned by Shared Harvest|myCovidMD™ to perform Services under this Agreement (“Shared Harvest|myCovidMD™ Personnel”) shall perform the Services as requested from time to time by Client in accordance with the terms and provisions of this Agreement. Shared Harvest|myCovidMD™ personnel providing Services under this Agreement shall be screened, interviewed, reference checked, and qualified to act in accordance with all applicable laws, rules and regulations in the locality where the Services shall be performed.

1.2 Client understands and agrees that the best practices protocols offered pursuant hereto as part of the Service are evolving and accordingly, Shared Harvest|myCovidMD reserves the right in its sole and absolute discretion during the “Term” (as defined below) to update, amend or otherwise modify any recommendations previously made to Client or any of the Client Personnel pursuant hereto. Shared Harvest|myCovidMD™ further reserves the right in its sole and absolute discretion to suspend, terminate, amend or modify and of the Services (collectively, “Service Modifications”), which Service Modifications shall take effect upon ten (10) days’ prior notice to Client, unless any such Service Modifications is a result of changes in any statute, rule or regulation applicable to any Services or either or both Parties, in which event such Service Modifications shall take effect immediately upon notification thereof to Client. If Client objects to any Service Modifications, Client may terminate this Agreement by providing written notice to Shared Harvest|myCovidMD™ within ten (10) days of receiving notice of the Service Modifications.

1.3 Where applicable for productions, Shared Harvest|myCovidMD™ shall be credited as Client’s On-set Health Safety provider by incorporating “Health Safety Services provided by

Shared Harvest|myCovidMD™” in the credits for Client’s production for which Shared Harvest|myCovidMD™ provided said Services.

2. Fees and Payments

Shared Harvest|myCovidMD™ shall invoice Client weekly in arrears at the rates for Services set forth in the applicable SOW. Payments are due and payable within ten (10) days of receipt of such invoice. If additional shows, events, and/or locations are added, services and pricing may be applied from an SOW then in effect at the discretion of the Parties, and for the purposes of this Agreement shall be considered an independent and additional SOW, on the terms and conditions of the SOW so applied, irrespective of the formal execution of an additional SOW. All Fees are payable in United States dollars. In the event of late payment, Shared Harvest|myCovidMD™ reserves the right to withhold delivery of any Services. Any amounts not paid when due shall accrue interest at the rate of one and one-half percent (1.5 %) per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Payment of such interest will not excuse or cure Client’s breach or default for late payment. Further, if Client fails to pay all outstanding amounts within thirty (30) days after notice of late payment, Client will reimburse any costs or expenses (including reasonable attorneys’ fees) incurred by Shared Harvest|myCovidMD™ to collect any such amounts. Shared Harvest|myCovidMD™ may accept any check or payment in any amount without prejudice to Shared Harvest|myCovidMD™’s right to recover the balance of the amount due or to pursue any other right or remedy. No endorsement or statement on any check or payment or in any letter accompanying a check or payment or elsewhere will be construed as an accord or satisfaction. Client will be responsible for, and will promptly pay, all taxes, fees or charges levied or assessed by any governmental authority or agency based upon fees paid under this Agreement, except any taxes which may be levied or assessed on the net income or profit of Shared Harvest|myCovidMD™.

3. Term and Termination

3.1 The term of this Agreement shall commence on the Effective Date and continue for one (1) year (the “Initial Term”). Unless a Party notifies the other Party in writing at least thirty (30) days prior to the expiration of the Term (including any Renewal Term) of this Agreement of its decision not to renew this Agreement, this Agreement shall automatically renew for successive one (1) year periods (each a “Renewal Term”). The Initial Term as extended by each Renewal Term is sometimes herein referred to as the Term. The date of termination is herein referred to as the “Termination Date”, provided any SOW may terminate earlier or later than the Termination Date as indicated by the termination date referenced therein, and if later, the Term and Termination Date shall be extended through the termination date set forth in the applicable SOW.

3.2 Either Party may terminate this Agreement, without cause, upon twenty (20) days’ notice to the other Party. Either Party may terminate this Agreement immediately (a) if the other Party fails to correct a material breach of this Agreement within 15 days after receipt of written notice of the material breach from the other Party; or (b) upon written notice to the other Party following: (i) the institution by or against the other Party of insolvency, receivership, or bankruptcy proceedings or any other proceedings for the settlement of the other Party’s debts;

(ii) the other Party making an assignment for the benefit of creditors; or (iii) the other Party's dissolution..

3.3 Notwithstanding the expiration or termination of this Agreement, Client shall remain obligated to pay any outstanding invoices and service charges due Shared Harvest|myCovidMD™ pursuant to Section 2 and the provisions of Sections 3.3, 5, 6, 7, and 11 through 24 shall survive such expiration or termination.

4. Independent Contractor

The Parties acknowledge and Agree that Shared Harvest|myCovidMD™ is performing the Services as an independent contractor and this Agreement does not establish any agency, partnership, or joint venture between the Parties. Shared Harvest|myCovidMD™ shall hire/retain all Shared Harvest|myCovidMD™ Personnel and shall be responsible for the payment of all wages, appropriate expenses, employer's contribution to Social Security taxes, Medicare taxes, federal unemployment taxes, state unemployment taxes, state employment training taxes, state disability insurance and any other taxes imposed on, or required for payment by, an employer by any governmental entity. Shared Harvest|myCovidMD™ will comply with Applicable Law regarding Shared Harvest|myCovidMD™ Personnel. As between Shared Harvest|myCovidMD™ and the Client, all Shared Harvest|myCovidMD™ Personnel performing Services shall be deemed under the direction and control of Shared Harvest|myCovidMD™. Shared Harvest|myCovidMD™ shall have the right to assign such personnel and services as it sees fit in order to provide the necessary Services, unless otherwise mutually agreed upon by the Parties in writing. Shared Harvest|myCovidMD™ may change the Shared Harvest|myCovidMD™ Personnel at will, in its sole and absolute discretion. All Shared Harvest|myCovidMD™ Personnel performing Services shall be employees and/or independent contractors of Shared Harvest|myCovidMD™ and shall not be deemed to be employees or have an employment relationship with Client.

5. Not an Insurer

Client understand that: (i) Shared Harvest|myCovidMD™ is not an insurer of the health and safety of the Client Personnel and invitees to any of the Location(s); (ii) Client will provide workers compensation insurance covering its employees and will provide general liability and other insurance; (iii) it is difficult to determine in advance what portion, if any, of any property loss suffered by Client, personal injury or death would be proximately caused by Shared Harvest|myCovidMD™'s failure to perform, Shared Harvest|myCovidMD™'s negligence or a failure of the Service.

THEREFORE, CLIENT AGREES: Even if a court or arbitrator decides that Shared Harvest|myCovidMD™'s breach of this Agreement, Shared Harvest|myCovidMD™'s negligence, or a failure of any of the Services, including inaccuracy in any COVID-19 or other testing, caused or allowed any harm or damage (whether property damage, personal injury or death) to Client, any Client Personnel or anyone else, Client agrees that Shared Harvest|myCovidMD™'s aggregate liability for all such property damage, personal injury or death shall be limited to the lesser of \$10,000 or the annual fees paid to Shared

Harvest|myCovidMD™ pursuant hereto, and this shall be Client's only remedy regardless of what legal theory is used to determine that Shared Harvest|myCovidMD™ was liability for such property damage, personal injury or death.

6. Non-Solicitation

Client shall not directly or indirectly employ, accept applications from, or solicit any employee of Shared Harvest|myCovidMD™ for the purpose of, or with the intent of, enticing such employee away from or out of Shared Harvest|myCovidMD™'s employ, on Client's own behalf or on behalf of any competitor of Shared Harvest|myCovidMD™, during the Term and within one (1) year thereafter, unless authorized in writing by Shared Harvest|myCovidMD™ to do so. In the event of breach by Client of this Section the Parties agree that damages that may result for violation of this Section are difficult to ascertain, and accordingly, Client agrees to pay the sum of Twenty-Five Thousand Dollars (\$25,000.00) to Shared Harvest|myCovidMD™ for each and every individual violation of this Section as liquidated damages, and not as a penalty. The Liquidated Damages received by Shared Harvest|myCovidMD™ pursuant to this section are in addition to any other rights or remedies Shared Harvest|myCovidMD™ has under this Agreement.

7. Confidentiality

The Parties shall not provide copies of this Agreement, or otherwise disclose the terms of this Agreement, to any third party, without express prior written consent of the other Party, unless in response to a lawful subpoena or court order or otherwise required by applicable law. The Parties shall not identify or refer to this Agreement or to the relationship between Shared Harvest|myCovidMD™ and Client in any advertising, sales promotion, website, press releases, or other publicity matters without the consent of the other Party, except as expressly contemplated under this Agreement. The Parties shall treat all information received hereunder or prepared pursuant to this Agreement as confidential and proprietary, and shall not reveal such information to any other persons, firms or organizations unless given express prior written authorization by the non-disclosing Party or unless required by applicable law. Upon termination of the Services hereunder and upon Client's request, Shared Harvest|myCovidMD™ shall return or destroy all materials received by or prepared by Client excluding any property, documents or materials that are proprietary to Shared Harvest|myCovidMD™'s business operations.

8. Compliance with Law

Each Party shall, at its own cost and expense, comply fully with all applicable federal, state, and local statutes, laws, ordinances, rules, regulations, orders, licenses, permits or fees applicable to its operations and its performance under this Agreement ("Applicable Law"), including without limitation, (i) environmental laws, (ii) state and federal laws relating to accessibility by and accommodation of disabled persons, (iii) application state and federal regulations regarding occupational safety and health, and (iv) state and federal laws relating to discrimination. The foregoing shall include all applicable health, safety, and labor standards.

9. Notification of Hazards

Client hereby represents and warrants to Shared Harvest|myCovidMD™ that the Location(s), are free from physical hazards (both known and determined following an inspection by Client) likely to cause serious physical harm or death to Shared Harvest|myCovidMD™ Personnel. Client hereby further represents and warrants to Shared Harvest|myCovidMD™ that Client is in full compliance with the existing standards promulgated under the Occupational Safety and Health Act (1970) and/or any similar federal or state statute, and agrees to comply with all standards promulgated subsequent hereto. Client's indemnity obligations hereunder shall specifically include violation of this Section. Any refusal on the part of Shared Harvest|myCovidMD™ Personnel to enter upon or to remain upon any of the Location(s) due to the existence of unsafe or hazardous condition existing on said premises, shall not constitute a breach of or default under this Agreement by Shared Harvest|myCovidMD™.

10. Insurance

Both Parties at their sole cost and expense, shall insure their activities in connection with this Agreement and obtain, keep in force and maintain insurance and amounts of coverage that typically are maintained for businesses similar to its business or as otherwise required by law.

11. Indemnification

Subject to the limitations set forth herein, Shared Harvest|myCovidMD™ shall defend, indemnify, and hold Client, its directors, officers, and agents harmless from and against any and all third-party liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent that such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the gross negligence or intentional acts or omissions of Shared Harvest|myCovidMD™, its directors, officers, employees, or agents. Client agrees to defend, indemnify and hold harmless Shared Harvest|myCovidMD™, its officers, employees, and agents from and against any and all third-party liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of Client's performance of this Agreement, except to the extent caused by the breach, gross negligence, or willful misconduct of Shared Harvest|myCovidMD™. The indemnified party shall give prompt written notice of, reasonable assistance with respect to, and sole control of the defense and settlement of such claims to the indemnifying party, and shall not enter into any settlement or compromise any such claim without indemnified party's prior written approval, which shall not be unreasonably withheld or delayed.

12. Limitation of Liability

SHARED HARVEST|MYCOVIDMD MAKES NO EXPRESS, OR IMPLIED WARRANTY OR REPRESENTATION INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF THE SERVICES OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Without limiting the generality of the forgoing, Shared Harvest|myCovidMD™ does not warrant or represent (i) the 100% accuracy of any COVID-19 or other testing, i.e., Client understands that such testing will produce some false negatives and some false positives, (ii) no express or implied warranty is given that the Services will prevent Client Personnel and other persons

working at or visiting the Location(s) from contracting or spreading COVID-19 or any other disease or illness.

UNDER NO CIRCUMSTANCES SHALL SHARED HARVEST|MYCOVIDMD BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING LOST PROFITS, LOST REVENUE, LOSS OF USE, OR FOR PUNITIVE DAMAGES. REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SHARED HARVEST|MYCOVIDMD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE.

Some states do not allow the exclusion or the limitation of consequential or incidental damages, so the above limitations or exclusions may not apply to Client.

IN NO EVENT WILL THE AGGREGATE LIABILITY OF SHARED HARVEST|MYCOVIDMD FOR ANY MATTER RELATED TO THIS AGREEMENT EXCEED THE FEES PAID TO SHARED HARVEST|MYCOVIDM UNDER THE APPLICABLE SOW DURING THE MONTH PRIOR TO THE EVENTS GIVING RISE TO SUCH LIABILITY.

13. Ownership of Intellectual Property

License. As between Shared Harvest|myCovidMD™ and Client, the Parties agree that all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights in and to all documents, oral communications, work product and other materials, whether in digital, analog or other form, that are delivered to Client or any Client Personnel under this Agreement or prepared by or for Shared Harvest|myCovidMD™ in the course of performing the Services (collectively, the "Deliverables"), shall be owned exclusively by Shared Harvest|myCovidMD™. Subject to Client paying all amounts required under this Agreement, Shared Harvest|myCovidMD™ hereby grants Client a license to use all Deliverables, and as to Deliverables resulting from COVID-19 Testing, for the sole purpose of reducing the risk of COVID-19 spreading among the Client Personnel at the Location(s), which license is free of additional charge and is on a non-exclusive, worldwide, non-transferable, non-sublicensable, fully paid-up, royalty-free, and perpetual basis.

14. Force Majeure

The obligations of Shared Harvest|myCovidMD™ hereunder may be suspended during any period where performance is prevented by acts of God, including any pandemic, civil or labor disturbance, or events beyond Shared Harvest|myCovidMD™'s reasonable control (a "Force Majeure Event"). In the event of a Force Majeure Event, the time for performance shall be extended by a period of time equal to the time lost by reason thereof. Shared Harvest|myCovidMD™ will: (a) notify Client of any causes or circumstances which constitute a Force Majeure Event, the obligations which will be affected by such Force Majeure Event, the

measures taken or to be taken to minimize the impact thereof, the schedule upon which such measures will be implemented, the anticipated duration of the failure to perform or delay, and documented evidence supporting the claim; and (b) use reasonable commercial efforts to mitigate the effect of such failure to perform or delay and to remedy the impact on the Services.

15. No Third-Party Rights

Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any person (including any of the Client Personnel) other than the Parties and their respective permitted successors and assigns, nor is anything in this Agreement intended to relieve or discharge any obligation of any third party to either Party or give any third party any right of subrogation or action against any party to this Agreement.

16. Construction; Waiver

All of the terms and provisions contained herein shall insure to the benefit of and shall be binding upon the Parties and their respective successors and assigns. No reliance upon or waiver of one or more provisions of this Agreement shall constitute a waiver of any other provisions hereof. All references herein to this Agreement include all exhibits hereto, which are incorporated herein by reference. No provision of this Agreement shall be construed against either Party on the ground that such Party or its counsel drafted the provision. All headings and captions have been inserted for convenience only and shall not affect the interpretation of this Agreement. The words "include", "includes" and "including" shall be deemed to be followed by the words "without limitation". The use of the words "or", "either" or "any" shall not be deemed to be exclusive. All references to any law unless otherwise stated are to such law as amended, amended and restated, modified or supplemented from time to time. All pronouns and any variations thereof will be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

17. Invalidity of Provisions

If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, any court of competent jurisdiction or arbitrator is hereby authorized to revise such provision to the extent necessary to render the provision as revised enforceable, reflecting to the greatest extent possible the intentions of the Parties with respect thereto, and notwithstanding such invalidity and unenforceability, the remainder of this Agreement and any other application of such provision shall not be affected thereby.

18. Entire Agreement

This Agreement together with any applicable SOW, and the separate Arbitration Agreement, set forth the entire agreement and understanding of the Parties regarding the transactions contemplated herein and therein and supersede all prior or contemporaneous negotiations, promises, covenants, agreements, representations, arrangements, undertakings and understandings relating to the subject matter hereof and thereto. No representation, promise, inducement or statement of intention has been made that is not embodied in this Agreement. The Parties shall not be bound by or held liable for any alleged representation, promise,

inducement or statement not set forth herein. This Agreement may be amended, modified, or superseded only in a writing executed by both Parties.

19. Assignment

Client may not assign or transfer this Agreement without Shared Harvest|myCovidMD™'s prior written consent. Any attempted assignment or delegation in violation of this Section shall be null and void.

20. Representative Capacity

Each person signing this Agreement represents and warrants that he or she is authorized to execute the Agreement on behalf of the Party for whom his or her signature is affixed.

21. Choice of Law

This Agreement is entered into in California. The Parties expressly agree that this Agreement shall be governed by, interpreted, construed and enforced in accordance with the domestic laws of the State of California without regard to principles of conflict law.

22. Arbitration

Any dispute (other than one involving an Excluded Claim, as hereinafter defined) in any manner arising out of or relating in any way to this Agreement, its enforcement or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions shall be submitted to binding arbitration; provided, however, either Party may seek provisional equitable remedies from any court of competent jurisdiction. Arbitrations will be conducted under the applicable JAMS rules. The parties to arbitration shall have all the same claims, legal rights, and remedies in arbitration that would be available in court. A single neutral arbitrator shall be selected in accordance with the applicable JAMS rules. Such arbitrator must be a retired Federal judge or retired judge of the Superior Court of any County in the State of California. The arbitration shall be held in Los Angeles County, California. The parties to arbitration shall have full right to use legal counsel at their own expense, subject to the immediately succeeding sentence. The arbitrator shall have the authority to award attorney's fees or related costs to the prevailing party in any such arbitration. All costs of arbitration (including arbitrator fees) shall be paid equally by the parties to the arbitration. In arbitration, the Parties may conduct reasonable discovery and shall reasonably exchange non-privileged information relevant to the dispute. The arbitrator's award shall be in writing and provide a written statement of the essential findings and conclusions. The arbitrator shall not have the power to commit any error of law or legal reasoning, and the award may be vacated or corrected on appeal to a state court of competent jurisdiction in the state of California for any such error. Subject to the immediately preceding sentence, any arbitration award may be enforced in any state court located in the state of California. All arbitration proceedings hereunder shall be governed by the California Arbitration Act and not the Federal Arbitration Act. All Excluded Claims will be resolved pursuant to that certain arbitration agreement by and between Parties which has been or concurrently is being entered into. All claims with respect to medical malpractice, that is as to whether any medical services rendered under this Agreement were unnecessary or unauthorized or were improperly, negligently or incompetently rendered

("Excluded Claims") will be resolved pursuant to that certain Arbitration Agreement by and between Parties which has been or concurrently is being entered into.

23. Notices

All notices and other communications hereunder shall be in writing and shall be deemed given when delivered (i) personally, (ii) on the third (3rd) succeeding business day after being mailed by registered or certified mail, deposited in the United States mail, postage prepaid, return receipt requested, (iii) the next succeeding business day after being sent by private over-night courier with receipt acknowledged by such courier, or (iv) email with an electronic receipt evidencing receipt thereof to the appropriate party at its address specified in the SOW or at such other address of such Party as specified by written notice thereof.