

## Wild Health Independent Contractor Agreement

This Agreement is made between Wild Health Inc. ("Client") with a principal place of business at 535 Wellington Way Suite 330, Lexington KY 40503 and  
Boone Co Board of Education ("Contractor") with a primary residence at  
\_\_\_\_\_.

### 1. Services to Be Performed

Contractor agrees to perform the following services: COVID-19 test specimen collection, rapid test performance, result documentation, and immediate contact with Wild Health headquarters with any sudden testing needs over 10 tests.

### 2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the rate associated with the shift position that they are approved to work. Rate may be viewed on the Sling website. Client will keep a log of hours worked by Contractor and will submit payment via direct deposit every other week for the previous two weeks' hours. In the event of a volunteer subcontractor, this would not apply.

### 3. Expenses

Except as when separately agreed to, Contractor shall be responsible for all expenses incurred while performing services under this Agreement, with the exception of materials necessary to perform collect test specimens and report their results.

### 4. Independent Contractor Status

Contractor is an independent contractor and shall not be deemed Client's employee. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, that Contractor has the right to perform services for others during the term of this Agreement.

### 5. Business Licenses, Permits, and Certificates

Contractor represents and warrants that Contractor and Contractor's employees and contract personnel will comply with all federal, state, and local laws requiring drivers and other licenses, business permits, and certificates required to carry out the services to be performed under this Agreement.

### 6. Certifications and Trainings

~~Contractor represents that~~ Contractor has completed all trainings required by Client, including Binax now sample collection training, test performance, and documentation training.

#### 7. State and Federal Taxes (not applicable for volunteer subcontractors)

Client will not:

- withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf
- make state or federal unemployment compensation contributions on Contractor's behalf, or
- withhold state or federal income tax from Contractor's payments.

Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. Upon demand, Contractor shall provide Client with proof that such payments have been made.

#### 8. Fringe Benefits (not applicable for volunteer subcontractors)

Contractor understands that neither Contractor nor Contractor's employees or contract personnel are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

#### 9. Unemployment Compensation (not applicable for volunteer subcontractors)

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

#### 11. Insurance

Client shall not provide insurance coverage of any kind for Contractor.

#### 12. Indemnification and Waiver of Liability

Contractor shall indemnify and hold Client, its officers, directors, employees, contractors and agents harmless from any losses, costs, liabilities, penalties, expenses, and damages (including reasonable attorneys' fees) arising from performing services under this Agreement.

Contractor further acknowledges the risks involved and hazards connected to the performance of services under this Agreement.

Contractor voluntarily assumes full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained as a result of engaging in the performances of services under this Agreement.

### 13. Term of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- the date Contractor completes the services required by this Agreement on 8/1/2022, or
- the date a party terminates the Agreement as provided below.

### 14. Terminating the Agreement

Either party may terminate this Agreement at any time and for any reason by written notice to the other party of the intent to terminate.

Contractor will be compensated in accordance with Clause 2 for any hours worked prior to termination of the Agreement. Contractor will not be compensated for any scheduled shifts still outstanding after termination of the Agreement.

### 15. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

### 16. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties. Any prior agreements related to the contents of this Agreement are considered null and void.

### 17. Resolving Disputes

In the event of a dispute arising out of or relating to this contract, including any question regarding its existence, validity or termination, the parties shall first seek settlement of that dispute by negotiation between the parties. Either party may serve a Dispute Notice on the other. Within 7 days of the date of service of that Dispute Notice, each party will nominate a director to meet to discuss the dispute and explore settlement. That meeting will take place within 14 days of the Dispute Notice.

If the dispute is not resolved within 60 days of the negotiation meeting, the parties shall seek settlement of the dispute by mediation. Any costs and fees other than attorney's fees associated with mediation shall be shared equally by the parties.

If the dispute is not settled by mediation within 90 days of the appointment of the mediator, or such further period as the parties shall agree in writing, the dispute shall be referred to and finally resolved by arbitration. Any costs and fees associated with the arbitration, other than attorney's fees, shall be allocated by the arbitrator.

The language to be used in the negotiation, mediation and in the arbitration shall be English. The governing law of the contract shall be the substantive law of Kentucky. In any arbitration commenced pursuant to this clause, the number of arbitrators shall be one and the seat, or legal place, of arbitration shall be Lexington, KY.

#### 18. Confidentiality

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf. Proprietary or confidential information includes:

- the written, printed, graphic, or electronically recorded materials furnished by Client for Contractor to use
  - any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of
  - business or marketing plans or strategies, customer lists, patient lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries, and improvements of any kind, sales projections, and pricing information
- information belonging to customers and suppliers of Client about whom Contractor gained knowledge as a result of Contractor's services to Client

Upon termination of Contractor's services to Client, or at Client's request, Contractor shall deliver to Client all materials in Contractor's possession relating to Client's business. Contractor acknowledges that any breach or threatened breach of Clause 17 of this Agreement will result in irreparable harm to Client for which damages would be an inadequate remedy. Therefore, Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of Clause 17 of this Agreement. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

#### 19. Proprietary Information.

- A. The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns

to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agree not to challenge the validity of the Client's ownership in the Work Product.

B. Contractor hereby assigns to the Client all right, title, and interest in any and all marketing materials, photographic images and videos, or audio recordings made by the Client during Contractor's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such marketing materials, photographs, or recordings.

C. The Client will be entitled to use Contractor's name and/or likeness use in advertising and other materials.

#### 20. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

#### 21. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

#### 22. Applicable Law

This Agreement will be governed by Kentucky law, without giving effect to conflict of laws principles.

#### Signatures

Client/Owner: Luke Murray, Wild Health

Printed Name

Luke Murray

Signature

8/18/2021

Date

Contractor: Dr. Maria Brown, Chair, Boone Co Board of Education

Printed Name

Signature

Date

