

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 Gallatin County Kentucky School System ("Contractor") with a primary residence at 75 Boardwalk, Warsaw, Kentucky 41095.

1. The Client and Contractor hereby agree that the test kit/materials will be supplied to the Contractor school system by the Client. The Contractor will administer the tests, including performing 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. Additional personnel from Client Wild Health will be available if need due to the number of tests being administered.

2. The Client and Contractor hereby agree that the Contractor school system shall not be liable to Client for any costs but shall assist Client in completing any documentation necessary for Client to be compensated for the services contemplated herein by other government entities.

3. 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, which shall be provided by Client.

4. Contractor is an independent contractor and shall not be deemed Client's employee.

5. 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. 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.

7. 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.

8. This is the entire Agreement between Contractor and Client.

9. 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.

10. 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. 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. The governing law of the contract shall be the substantive law of Kentucky.

11. 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.

12. 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.

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

Client (Wild Health, Inc.): _____ Date: _____

Contractor (School System): Larry Hammond Date: 9/10/2021