

SOUND OFF INC.

CLINICIAN SERVICES AGREEMENT

This Agreement (the "Agreement") shall become effective by and between Sound Off, Inc., a Texas nonprofit corporation, ("Company") and you, the individual executing this Agreement as a person satisfying the Clinician criteria described herein ("Clinician" or "you") upon your electronic signature below. Company and Clinician may be referred to in this Agreement collectively as "the Parties" and singularly as a "Party."

A. Company operates a program for United States veterans and military service members ("Users") to obtain on-line mental health support services (the "Services") from licensed counselors in one or more of the categories indicated in Paragraph B. below ("Clinicians") by means of a mobile application that has been developed and will be maintained by the Company (the "Application"); the Company also operates a program for Users to obtain on-line peer support services from trained members referred to as "Battle Buddies" by means of the Application. Sound Off's Application may also be made available in the near future to members of the United States intelligence community and to family members of United States military veterans and military service members and intelligence community members, or to first responders or such other services populations as Sound Off may from time to time determine (each as so authorized from time to time also included as a "User" or as "you" or "your" herein, if so authorized);

B. Clinician is licensed to provide the Services in one or more of the State(s) (you have advised the Company in which State(s) you are licensed) as a licensed Clinical Psychologist, Licensed Clinical Social Worker, Licensed Professional Counselor, Psychiatrist M.D., or Psychoanalyst M.D.(you have also advised the Company which category of licensed counselor you are).

C. Company wishes to contract with Clinician to provide the Services to Users in accordance with applicable state and federal laws; and

D. Clinician desires to provide the Services to Users in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Duties and Obligations of Clinician

1.1 Services; Crisis Counseling. Clinician shall provide Services to Users by means of the Application through the mobile application on an anonymous basis. Clinician agrees not to request or require the name, address or any other identifying information from the User, except under the circumstances discussed below. Clinician shall provide Services to Users only through

the Company Application unless the User specifically and voluntarily requests communication in another manner or asks to be seen in person by Clinician. Clinician shall arrange a schedule for the Services, including the frequency and duration of the communications between Clinician and User, directly with the User based on the Clinician's judgment and clinical determination of the specific needs of the User. Should you as Clinician agree to provide services to a User in person or by means other than through the anonymous online Services arrangements offered by the Company's Application, which you are entirely free to do in the exercise of your professional judgment and/or as an accommodation to the perceived needs of such User, then you must discontinue providing any Services thereafter through the Company's Application to such User and advise such User that such User's arrangement for services thereafter shall be only directly with you as Clinician and that User's relationship with the Company shall be thereafter terminated; you agree that under no circumstance will you disclose to the Company any such personally identifying information obtained by you as Clinician concerning such a User. Furthermore, you will notate in the Application that your relationship with that User has been discontinued on the Application and will be continued by other means. Should a User choose to disclose or inadvertently disclose identifying information in the text, you as Clinician should use the "clear history" function of the text exchange to delete such information at the end of your session.

Should Clinician in the course of providing Services to any User encounter a crisis situation in which the Clinician determines that there is a probability of imminent physical injury by such User to himself or herself or others or there is a probability of immediate mental or emotional injury to such User, you as Clinician shall exercise your own professional judgment with respect to such crisis situation, including as to whether and when it becomes appropriate to attempt to elicit personally identifiable information concerning the User ("PII"), contact information of the User, or User's location, and/or to report such elicited PII information to law enforcement authorities or medical personnel geographically nearer the User, and/or whether to particularly direct or recommend that such User directly access the Veterans' Administration crisis line link contained within the Application where you as Clinician in the exercise of your judgment believe that any one or more of such measures are appropriate or mandated by your professional or other responsibilities.

1.2 Clinician Affiliated Entities and Agreements. In the event that Clinician is employed by or in any other way affiliated with and performing Services of the type contracted for hereunder on behalf of any entity (a "Clinician's Affiliated Entity"), including without limitation a Sound Off sponsoring organization, with which the Company has a direct organization-to-organization agreement (the "Clinician's Affiliated Entity Agreement") for the provision of counseling services of the type contemplated hereby, the terms of such Clinician's Affiliated Entity Agreement shall control to the extent otherwise inconsistent herewith and each Party hereby in such case undertakes to strictly comply in all respects with such Clinician's Affiliated Entity Agreement.

1.3 Quality. Clinician shall provide all Services to Users in compliance with professional standards and with all applicable state, federal and local laws and regulations. Clinician shall exercise independent professional judgment when providing Services.

1.4 Licensure and Staff Qualifications. You as Clinician shall hold and maintain all current licenses, certificates and permits as required by law for the provision of Services pursuant to this Agreement, and agree to provide Company with proof of same, upon request. Clinician shall provide Company with other pertinent documentation as reasonably requested by Company, including, but not limited to, the following: background checks, copies of professional licenses, proof of competency, and education and experience. Clinician shall immediately notify Company in the event of any limitation, suspension or termination of any license, certificate or permit required for Clinician to provide Services to Users pursuant to this Agreement.

1.5 Payment. All Services provided by Clinician to Users pursuant to this Agreement and the Application shall be free to the User. Neither Company nor User shall have any financial obligation to Clinician or to any Clinician's Affiliated Entity for the performance of Services or for any other purpose unless otherwise agreed upon pursuant to a Clinician's Affiliated Entity Agreement or as otherwise agreed.

1.6 Clinical Documentation; Surveys. Clinician shall maintain complete and accurate documentation of all Services provided to Users. Clinician shall prepare such clinical and other documentation in accordance with sound professional practice, applicable state and federal laws and regulations, and Company policies and procedures. Clinician's records of Services provided to Users shall remain the property of Clinician or, as applicable, any Clinician's Affiliated Entity. Clinician shall also complete and provide to the Company such survey information (which will be designed not to elicit personal identifying information concerning Users) with respect to Clinician's counseling of and interaction with Users as the Company may reasonably require from time to time.

1.7 Legal Compliance. Clinician shall provide Services to Users pursuant to this Agreement in compliance with all applicable laws, including the provisions of the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. §§ 1320d-1329d-8, as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (collectively, "HIPAA") to the extent applicable. A User's Protected Health Information ("PHI") is defined in HIPAA as individually identifiable health information, including demographic information that (a) is created or received by a Covered Entity, and (b) relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the health care if the information identifies or could be used to identify the individual. A Covered Entity is a health care provider, a health plan, a health care clearinghouse and, in certain limited circumstances, an employer. For purposes of the Sound Off Application and Services, the Clinician is a Covered Entity and subject to HIPAA if and to the extent that Clinician comes into possession of PHI concerning a User, although except when the User voluntarily discloses PHI and PII to the Clinician during the course of Services or when the Clinician under the crisis circumstances referenced in Section 1.1 hereof attempts to elicit such PHI and/or PII, the Application is designed to avoid the Clinician coming into possession of such PII or PHI. The Company would not be a Covered Entity under HIPAA but may meet the definition of Covered Entity under Texas law if the

Company has access to or obtains PHI from the Clinician, although every effort has been made in the design of the Application to avoid the Company coming into possession of such PII or PHI, and the Clinician accordingly hereby agrees to avoid providing to the Company any such PHI or PII as may come into Clinician's possession in the course of providing Services. Should a User choose to disclose or inadvertently disclose identifying information in the text, you as Clinician should use the "clear history" function of the text exchange to delete such information at the end of your session

1.8 Adoption of Terms of Use and Privacy Policy. Clinician represents and acknowledges that Clinician has carefully reviewed the "Terms of Use" (including without limitation the "Privacy Policy", "Proprietary Content" and "User Conduct" provisions thereof) and the "Privacy Policy" posted on the Application and undertakes hereby to strictly comply with such "Terms of Use" and Privacy Policy in all respects as though applicable to Clinician, including without limitation with respect to preserving the confidentiality of User information to the extent provided therein, except under the crisis circumstances or other exceptions addressed under Section 1.1. hereof. Clinician acknowledges that the Company may update the "Terms of Use" from time to time and may amend them at any time to incorporate additional terms specific to additional features, materials, products, opportunities, or services that the Company may make available on or through the Application. All such updates and amendments are effective immediately upon notice thereof, which the Company may give by any means, including, but not limited to, by posting a revised version of such "Terms of Use" or other notice on the Application. Clinician should view such "Terms of Use" often to stay informed of changes that may affect Clinician. Clinician's continued use of the Application and delivery of Services pursuant thereto indicates Clinician's ongoing consent to be bound by such "Terms of Use", as amended. The Company expressly reserves the right to make any changes to such "Terms of Use", or to the Application and its content, which in each case are not inconsistent with the express terms of this Agreement, at any time without prior notice to Clinician. In addition, the Company may terminate, change, suspend, or discontinue any aspect of the Application at any time or restrict access to parts or all of the Application without notice to Clinician or liability to the Company. The Company may terminate the authorization, rights, and license given in such "Terms of Use" at any time.

Furthermore, Clinician acknowledges that the Company has expended substantial time, effort and funds to create the Application and to provide the services that are available on or through the Application. Sound Off reserves all rights to the Application. Clinician understands and agrees that the Company owns or has been licensed by third parties to use all right, title, and interest in and to the Application and all information, text, data, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof. Clinician acknowledges that the Application contains valuable proprietary information that is protected by applicable intellectual property and other proprietary rights and laws of the United States and that Clinician acquires no ownership interest or rights by accessing and using the Application.

In addition, Clinician particularly agrees to comply with the provisions of the "Terms of Use-User Conduct" as though Clinician were a User for purposes thereof.

2. Duties and Obligations of Company

2.1 Maintenance of Application. Company shall establish and maintain a mobile Application through which the User may obtain and the Clinician may provide Services.

2.2 Policies and Procedures. Company shall develop policies and procedures for use of the Application by Clinician and Users, including policies on terms of use and privacy. Both Company and Clinician shall abide by any Company policies and procedures. Company shall provide Clinician with instructions for use of the Application on an as needed basis.

2.3 Company Insurance Coverage. The Company will at all times maintain E&O or professional or general liability insurance policies and umbrella policies with aggregate coverage of at least \$5 million, and the Company will provide coverage to Clinicians and Battle Buddy non-professional peer counselors as additional insureds thereon (but subject to, and secondary to, the insurance coverage required to be maintained by Clinician pursuant to Section 4 hereof) and shall provide Clinician with proof of same upon execution of this Agreement and periodically as requested.

2.4 Compensation. Only in the event that any compensation for Services hereunder is due to Clinician pursuant to a Clinician's Affiliated Entity Agreement or as otherwise agreed, the Company will pay such compensation to Clinician in accordance with the agreed terms. In no event will Clinician ever be entitled to compensation from a User for Services provided on the Application.

3. Confidentiality

3.1 Confidentiality. Clinician shall maintain and preserve the confidentiality of any User confidential and proprietary information, including, but not limited to, User health information, medical history, or treatment notes or any information about the User's military service. Except as otherwise provided herein, Clinician agrees to keep confidential and not to use or disclose, except as expressly consented to in writing by Company, User or as required by law, any secret or confidential technology, proprietary information, or trade secret of Company, data and discussions related to this Agreement, or any matter or thing ascertained by Clinician through Clinician's affiliation with Company. Clinician shall protect the confidentiality of all User health information, including without limitation, medical history and treatment notes, and any information about the User's military service. Clinician shall also comply with all applicable state and federal laws and regulations protecting the confidentiality of personal health information, including the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder, each as amended from time to time. Clinician represents and acknowledges that Clinician has carefully reviewed the Privacy Policy posted on the Application and undertakes hereby to strictly comply with such Privacy Policy with respect to all matters concerning the privacy and confidentiality of information relating to the Users.

3.2 Injunctive Relief. If any action is brought by Company for Clinician's violation of Section 3.1 of this Agreement, Clinician agrees that because of the immediate and irreparable injury that would be sustained by Company if such violation were to continue, an order may be entered enjoining Clinician from violating any such covenant, either temporarily, preliminarily or as part of a final judgment, all without a requirement that Company post bond. Company's application for injunctive relief will not prejudice any other claim or cause of action that it or its assignees may pursue by reason of the violation of these covenants, nor will it prejudice Company's right to maintain any other claim or cause of action under this Agreement.

3.3 Survival. The terms of this Section 3 shall survive termination of this Agreement.

4. Clinician Insurance. Clinician shall, at all times during the term of this Agreement, maintain professional liability insurance in the amount that is standard and typical for Clinician's practice, and shall provide Company with proof of same upon execution of this Agreement and periodically as requested. Clinician shall notify Company of any change, modification or termination of coverage thirty (30) days prior to the date of such occurrence.

5. Indemnification. Clinician agrees to indemnify and hold harmless and defend Company, its directors, officers, employees, volunteers, and agents from and against any and all claims, suits, damages, fines, penalties, liabilities and expenses (including reasonable attorney's fees and court costs) resulting from or arising out of any claimed willful or negligent act or omission of Clinician or the Clinician's Affiliated Entity, if any, and their own respective employees and affiliates pertaining to the Party's performance under this Agreement. This indemnification provision shall survive termination or expiration of the Agreement. The terms of this Section 5 shall survive termination of this Agreement.

6. Term and Termination.

6.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated as provided in Section 6.2.

6.2 Termination. This Agreement may be terminated by the Company at any time and for any reason upon written notice to the Clinician, although the Company upon a User's request will provide contact information for a terminated Clinician and the User and Clinician may continue counseling on an in-person basis or through other arrangements mutually agreeable to them. In order to permit the Company to provide adequate and continuing counseling services, this Agreement may be terminated by the Clinician at any time and for any reason but only upon written notice from the Clinician to the Company given at least thirty (30) days prior to the intended date of termination. In addition, this Agreement shall terminate immediately upon the revocation or suspension of Clinician's license or certification to provide the Services, upon Clinician's failure to maintain insurance as required in this Agreement, or upon the breach by Clinician of your obligation of confidentiality.

7. General Terms

7.1 Independent Contractors. It is expressly agreed and understood by Company and Clinician that Clinician, by entering into and performing your obligations under this Agreement, is an independent contractor. Nothing in this Agreement or the actions of the Parties shall be construed to characterize the relationship between the Parties as that of employer/employee, partnership or co-venture, or agency. Company shall treat Clinician as an independent contractor for all purposes, including control over the Services delivered by Clinician, federal or state tax purposes, if any, and workers' compensation laws. Clinician shall be solely responsible for all filings and reports required for Clinician to make relating the Services performed pursuant to this Agreement.

7.2 Entire Agreement. This Agreement shall constitute the entire agreement between the Parties and supersedes all prior oral or written agreements or understandings, subject if applicable to the provisions of any Clinician's Affiliated Entity Agreement pursuant to Section 1.2 hereof. This Agreement may be modified or amended only in a writing signed by the Parties.

7.3 Assignment. This Agreement may not be assigned in whole or in part by either Party without prior written consent by the other Party.

7.4 Nondiscrimination. Clinician shall not discriminate in the provision of Services on the basis of race, religion, national origin, sex, age, color, disability or other basis prohibited by law. Further, Clinician shall respect Users' rights, as set forth under applicable law and regulations, in providing Services.

7.5 Controlling Law. The rights and obligations of the Parties under this Agreement, and any claims or disputes relating to the Agreement, shall be governed by the laws of Texas.

7.6 Arbitration. Any disputes arising from this Agreement, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance or termination to arbitration to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

7.7 Partial Invalidity. Each provision of this Agreement shall be deemed independent and terminable. The exclusion of any provision herein found to be invalid or illegal shall not affect enforcement of the remaining provisions of the Agreement.

7.8 Notices. Any notice required or permitted under this Agreement shall be in writing addressed to the Parties and sent to the addresses provided in this Agreement.

[effective between Sound Off, Inc. and you upon your electronic affirmation]

SOUND OFF INC.

BATTLE BUDDY SERVICES AGREEMENT

This Agreement (the “Agreement”) shall become effective by and between Sound Off, Inc., a Texas nonprofit corporation, (“Company”) and you, the individual executing this Agreement as a person satisfying the Battle Buddy criteria described herein (“Battle Buddy” or “you”) upon your electronic signature below. Company and Battle Buddy may be referred to in this Agreement collectively as “the Parties” and singularly as a “Party”. This Agreement shall become effective upon the date that you electronically sign this Agreement (the “Effective Date”).

A. Company operates a program for veterans and active duty military service members (“Users”) to obtain on-line peer support services (the “Services”) from persons who have served or are currently serving in the United States armed services and have received training in peer support services (referred to as “Battle Buddies”) by means of a mobile application that has been developed and will be maintained by the Company (the “Application”); the Company also operates a program for Users to obtain on-line mental health support services from licensed counselors by means of the Application. Sound Off’s Application may also be made available in the near future to members of the United States intelligence community and to family members of United States military veterans and military service members and intelligence community members, or to first responders or such other services populations as Sound Off may from time to time determine (each as so authorized from time to time also included as a “User”, if so authorized, and in such case Battle Buddies may also include trained peer members with respect to any such expanded category of User);

B. Battle Buddy identified herein has served or is currently serving in the United States armed services (or, as applicable, is an eligible peer member with respect to any expanded category of User) and has received or will pursue training in peer support services validated by the Company;

C. Company wishes to contract with Battle Buddy to provide the Services to Users in accordance with applicable state and federal laws; and

D. Battle Buddy desires to provide the Services to Users in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained in this Agreement, the Parties, intending to be legally bound, agree as follows:

1. Duties and Obligations of Battle Buddy

1.1 Services; Crisis Situations. Battle Buddy shall provide Services to Users by means of the Application through the mobile application on an anonymous basis. Battle Buddy

agrees not to request or require the name, address or any other identifying information from the User, except under the circumstances discussed below. Battle Buddy shall provide Services to Users only through the Company Application unless the User specifically and voluntarily requests communication in another manner or asks to be seen in person by Battle Buddy. Battle Buddy shall arrange a schedule for the Services, including the frequency and duration of the communications between Battle Buddy and User, directly with the User based on the Battle Buddy's judgment and specific needs of the User. Should you as Battle Buddy agree to provide services to a User in person or by means other than through the anonymous online Services arrangements offered by the Company's Application, which you are entirely free to do in the exercise of your judgment and/or as an accommodation to the perceived needs of such User, then you must discontinue providing any Services thereafter through the Company's Application to such User and advise such User that such User's arrangement for services thereafter shall be only directly with you as Battle Buddy and that User's relationship with the Company shall be thereafter terminated; you agree that under no circumstance will you disclose to the Company any such personally identifying information obtained by you as Battle Buddy concerning such a User. Furthermore, you will notate in the Application that your relationship with that User has been discontinued on the Application and will be continued by other means. Should a User choose to disclose or inadvertently disclose identifying information in the text, you as Battle Buddy should use the "clear history" function of the text exchange to delete such information at the end of your session.

Should Battle Buddy in the course of providing Services to any User encounter a crisis situation in which the Battle Buddy determines based upon the training you have received that there is a probability of imminent physical injury by such User to himself or herself or others or there is a probability of immediate mental or emotional injury to such User, you as Battle Buddy shall exercise your own judgment with respect to such crisis situation, including as to whether and when it becomes appropriate to attempt to elicit personally identifiable information concerning the User ("PII"), contact information of the User, or User's location, and/or to report such elicited PII information to law enforcement authorities or medical personnel geographically nearer the User, and/or whether to particularly direct or recommend that such User directly access the Veterans' Administration crisis line link contained within the Application where you as Battle Buddy in the exercise of your judgment and applying your training believe that any one or more of such measures are appropriate or mandated by your ethical or legal responsibilities.

1.2 Battle Buddy's Affiliated Entities and Agreements. In the event that Battle Buddy is employed by or in any other way affiliated with and performing Services of the type contracted for hereunder on behalf of any entity (a "Battle Buddy's Affiliated Entity"), including without limitation a Sound Off sponsoring organization, with which the Company has a direct organization-to-organization agreement (the "Battle Buddy's Affiliated Entity Agreement") for the provision of counseling services of the type contemplated hereby, the terms of such Battle Buddy's Affiliated Entity Agreement shall control to the extent otherwise inconsistent herewith and each Party hereby in such case undertakes to strictly comply in all respects with such Battle Buddy's Affiliated Entity Agreement.

1.3 Quality. Battle Buddy shall provide all Services to Users in compliance with all applicable state, federal and local laws and regulations. Battle Buddy shall exercise independent judgment when providing Services.

1.4 Qualifications. You as Battle Buddy represent that you have received training in peer support services acceptable to and approved by Company and agree to provide Company with proof of same, upon request. Battle Buddy shall provide Company with other pertinent documentation as reasonably requested by Company, including, but not limited to, the following: background checks, copies of any professional licenses, if any, or training certifications, proof of competency, and education and experience. Battle Buddy shall immediately notify Company in the event of any limitation, suspension or termination of any license, certificate or permit required for Battle Buddy to provide Services to Users pursuant to this Agreement.

1.5 Payment. All Services provided by Battle Buddy to Users pursuant to this Agreement and the Application shall be free to the User. Neither Company nor User shall have any financial obligation to Battle Buddy or to any Battle Buddy's Affiliated Entity for the performance of Services or for any other purpose unless otherwise agreed upon pursuant to a Battle Buddy's Affiliated Entity Agreement or as otherwise agreed.

1.6 Documentation; Surveys. Battle Buddy shall maintain complete and accurate documentation of all Services provided to Users. Battle Buddy shall prepare such documentation in accordance with applicable state and federal laws and regulations, and Company policies and procedures. Battle Buddy's records of Services provided to Users shall remain the property of Battle Buddy or, as applicable, any Battle Buddy's Affiliated Entity. Battle Buddy shall also complete and provide to the Company such survey information (which will be designed not to elicit personal identifying information concerning Users) with respect to Battle Buddy's counseling of and interaction with Users as the Company may reasonably require from time to time.

1.7 Legal Compliance. Battle Buddy shall provide Services to Users pursuant to this Agreement in compliance with all applicable laws.

1.8 Adoption of Terms of Use and Privacy Policy. Battle Buddy represents and acknowledges that Battle Buddy has carefully reviewed the "Terms of Use" (including without limitation the "Privacy Policy", "Proprietary Content" and "User Conduct" provisions thereof) and the "Privacy Policy" posted on the Application and undertakes hereby to strictly comply with such "Terms of Use" and "Privacy Policy" in all respects as though applicable to Battle Buddy, including without limitation with respect to preserving the confidentiality of User information to the extent provided therein, except under the crisis circumstances or other exceptions addressed under Section 1.1. hereof. Battle Buddy acknowledges that the Company may update the "Terms of Use" from time to time and may amend them at any time to incorporate additional terms specific to additional features, materials, products, opportunities, or services that the Company may make available on or through the Application. All such updates and amendments are effective immediately upon notice thereof, which the Company may give by any means, including, but not limited to, by posting a revised version of such "Terms of Use" or other notice on the Application. Battle Buddy should view such "Terms of Use" often to stay

informed of changes that may affect Battle Buddy. Battle Buddy's continued use of the Application and delivery of Services pursuant thereto indicates Battle Buddy's ongoing consent to be bound by such "Terms of Use", as amended. The Company expressly reserves the right to make any changes to such "Terms of Use", or to the Application and its content, which in each case are not inconsistent with the express terms of this Agreement, at any time without prior notice to Battle Buddy. In addition, the Company may terminate, change, suspend, or discontinue any aspect of the Application at any time or restrict access to parts or all of the Application without notice to Battle Buddy or liability to the Company. The Company may terminate the authorization, rights, and license given in such "Terms of Use" at any time.

Furthermore, Battle Buddy acknowledges that the Company has expended substantial time, effort and funds to create the Application and to provide the services that are available on or through the Application. Sound Off reserves all rights to the Application. Battle Buddy understands and agrees that the Company owns or has been licensed by third parties to use all right, title, and interest in and to the Application and all information, text, data, software, and other materials contained therein, and the compilation, collection, design, selection, and arrangement thereof. Battle Buddy acknowledges that the Application contains valuable proprietary information that is protected by applicable intellectual property and other proprietary rights and laws of the United States and that Battle Buddy acquires no ownership interest or rights by accessing and using the Application.

In addition, Battle Buddy particularly agrees to comply with the provisions of the "Terms of Use-User Conduct" as though Battle Buddy were a User for purposes thereof.

2. Duties and Obligations of Company

2.1 Maintenance of Application. Company shall establish and maintain a mobile Application through which the User may obtain and the Battle Buddy may provide Services.

2.2 Policies and Procedures. Company shall develop policies and procedures for use of the Application by Battle Buddy and Users, including policies on terms of use and privacy. Both Company and Battle Buddy shall abide by any Company policies and procedures. Company shall provide Battle Buddy with instructions for use of the Application on an as needed basis.

2.3 Company Insurance Coverage. The Company will at all times maintain E&O or professional or general liability insurance policies and umbrella policies with aggregate coverage of at least \$5 million, and the Company will provide coverage to Clinicians and Battle Buddies as additional insureds thereon and shall provide Battle Buddy with proof of same upon execution of this Agreement and periodically as requested.

2.4 Compensation. Only in the event that any compensation for Services hereunder is due to Battle Buddy pursuant to Battle Buddy's Affiliated Entity Agreement or as otherwise agreed, the Company will pay such compensation to Battle Buddy in accordance with the agreed

terms. In no event will Battle Buddy ever be entitled to compensation from a User for Services provided on the Application.

3. Confidentiality

3.1 Confidentiality. Battle Buddy shall maintain and preserve the confidentiality of any User confidential and proprietary information, including, but not limited to, User health information, medical history, or treatment notes or any information about the User's military service. Except as otherwise provided herein, Battle Buddy agrees to keep confidential and not to use or disclose, except as expressly consented to in writing by Company, User or as required by law, any secret or confidential technology, proprietary information, or trade secret of Company, data and discussions related to this Agreement, or any matter or thing ascertained by Battle Buddy through Battle Buddy's affiliation with Company. Battle Buddy shall protect the confidentiality of all User health information, including without limitation, medical history and treatment notes, and any information about the User's military service. Battle Buddy shall also comply with all applicable state and federal laws and regulations protecting the confidentiality of personal health information. Battle Buddy represents and acknowledges that Battle Buddy has carefully reviewed the Privacy Policy posted on the Application and undertakes hereby to strictly comply with such Privacy Policy with respect to all matters concerning the privacy and confidentiality of information relating to the Users.

3.2 Injunctive Relief. If any action is brought by Company for Battle Buddy's violation of Section 3.1 of this Agreement, Battle Buddy agrees that because of the immediate and irreparable injury that would be sustained by Company if such violation were to continue, an order may be entered enjoining Battle Buddy from violating any such covenant, either temporarily, preliminarily or as part of a final judgment, all without a requirement that Company post bond. Company's application for injunctive relief will not prejudice any other claim or cause of action that it or its assignees may pursue by reason of the violation of these covenants, nor will it prejudice Company's right to maintain any other claim or cause of action under this Agreement.

3.3 Survival. The terms of this Section 3 shall survive termination of this Agreement.

4. [RESERVED]

5. Indemnification. Battle Buddy agrees to indemnify and hold harmless and defend Company, its directors, officers, employees, volunteers, and agents from and against any and all claims, suits, damages, fines, penalties, liabilities and expenses (including reasonable attorney's fees and court costs) resulting from or arising out of any claimed willful or negligent act or omission of Battle Buddy or the Battle Buddy's Affiliated Entity, if any, and their own respective employees and affiliates pertaining to the Party's performance under this Agreement. This indemnification provision shall survive termination or expiration of the Agreement. The terms of this Section 5 shall survive termination of this Agreement.

6. Term and Termination

6.1 Term. This Agreement shall commence on the Effective Date and shall continue until terminated as provided in Section 6.2.

6.2 Termination. This Agreement may be terminated by the Company at any time and for any reason upon written notice to the Battle Buddy, although the Company upon a User's request will provide contact information for a terminated Battle Buddy and the User and Battle Buddy may continue counseling on an in-person basis or through other arrangements mutually agreeable to them. In order to permit the Company to provide adequate and continuing counseling services, this Agreement may be terminated at any time and for any reason by Battle Buddy but only upon written notice from the Battle Buddy to the Company given at least thirty (30) days prior to the intended date of termination.

7. General Terms

7.1 Independent Contractors. It is expressly agreed and understood by Company and Battle Buddy that Battle Buddy, by entering into and performing your obligations under this Agreement, is an independent contractor. Nothing in this Agreement or the actions of the Parties shall be construed to characterize the relationship between the Parties as that of employer/employee, partnership or co-venture, or agency. Company shall treat Battle Buddy as an independent contractor for all purposes, including control over the Services delivered by Battle Buddy, federal or state tax purposes, if any, and workers' compensation laws. Battle Buddy shall be solely responsible for all filings and reports required for Battle Buddy to make relating the Services performed pursuant to this Agreement.

7.2 Entire Agreement; Coordination with Battle Buddy's Affiliated Entity Agreement. This Agreement shall constitute the entire agreement between the Parties and supersedes all prior oral or written agreements or understandings, subject if applicable to the provisions of any Battle Buddy's Affiliated Entity Agreement pursuant to Section 1.2 hereof. The Agreement may be modified or amended only in a writing signed by the Parties.

7.3 Assignment. This Agreement may not be assigned in whole or in part by either Party without prior written consent by the other Party.

7.4 Nondiscrimination. Battle Buddy shall not discriminate in the provision of Services on the basis of race, religion, national origin, sex, age, color, disability or other basis prohibited by law. Further, Battle Buddy shall respect Users' rights, as set forth under applicable law and regulations, in providing Services.

7.5 Controlling Law. The rights and obligations of the Parties under this Agreement, and any claims or disputes relating to the Agreement, shall be governed by the laws of Texas.

7.6 Arbitration. Any disputes arising from this Agreement, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance or termination to arbitration to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Texas law.

7.7 Partial Invalidity. Each provision of this Agreement shall be deemed independent and terminable. The exclusion of any provision herein found to be invalid or illegal shall not affect enforcement of the remaining provisions of the Agreement.

7.8 Notices. Any notice required or permitted under this Agreement shall be in writing addressed to the Parties and sent to the addresses provided in this Agreement.

[effective between Sound Off, Inc. and you upon your electronic affirmation]