

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is made and entered into as of this day, September 19, 2025 by and between Pandora S9 Inc., a Delaware Corporation ("Pandora") d/b/a as Diagnostics Your Way and Galion City Health Department, 113 Harding Way East, Galion, Ohio 44833 (Healthcare Entity). **WHEREAS**, Healthcare Entity desires Pandora to provide the Services in accordance with the terms set forth herein.

Therefore, the parties agree as follows.

1. Pandora's Obligations. Pandora shall provide clinical laboratory services, including: (a) compliance with CLIA requirements and state licensing;

(b) specimen collection kits for sample collection with pre-paid postage for return;

(c) secure electronic ordering portal;

(d) accurate test results delivery within specified turnaround times

(e) linkage to care via a case management portal

2. Healthcare Entity's Obligations. Healthcare Entity shall:

(a) cooperate with Pandora on all matters related to the service, to the extent as spelled out in this agreement;

(b) provide essential materials if and where requested;

(c) maintain sole responsibility for billing compliance and direct billing requirements to service users, if relevant;

(d) change in ownership or control.

3. Non-solicitation and Employment. Neither party shall solicit the other's employees/contractors for the duration of the contract and up to 12 months after termination, except through general advertisements.

4. Suspension of Services. Pandora may suspend services for: (a) Healthcare Entity default; (b) payment failure or material breach; (c) the suspension is for scheduled or emergency maintenance, provided that (where practicable) Pandora gives reasonable advance notice to Healthcare Entity; (d) court/government orders. Pandora shall not be responsible for any losses that Healthcare Entity sustains or incurs as a result of suspension pursuant to Section 4. Pandora's exercise of its right of suspension under Section 4 shall not function as a waiver of any right of termination which Pandora may have under this Agreement.

If Pandora suspends the Services under Sections 4(a) or 4(b), Healthcare Entity will reimburse Pandora on written demand for any costs or losses Pandora sustains or incurs as a result of such suspension. If Pandora suspends the Services under Section 4(c), it shall re-commence the Services as soon as reasonably practicable. If Pandora suspends the Services under Sections 4(c) or 4(d), as applicable, and is unable to re-commence the services within fourteen (14) days after the date the Services are suspended, then Healthcare Entity may immediately terminate the Agreement.

5. Charges, Payment, and Third-Party Reimbursement. Healthcare Entity pays charges to Pandora per Schedule 3. Kits and Postage for 200 kits shall be provided by Pandora at no charge – Healthcare entity will be responsible for all charges pertaining to screens, payable in 5 monthly installments from the start of the service . Healthcare Entity will be invoiced monthly with a 30-day payment terms. All taxes are excluded and Healthcare Entity's responsibility. Healthcare Entity handles all patient billing and insurance or third-party billing (if applicable). Should Healthcare Entity wish to order additional kits beyond the initial 200, these will be charged at standard kit and postage rates.

6. Intellectual Property Rights. Each party retains background intellectual property (IP). Pandora will provide Healthcare Entity with a portal and technology service which is Pandora's IP and enables Healthcare Entity to manage kit distribution, registration and case management. Pandora owns improvements to its Background IP and new techniques developed during Services.

- (a) Patents, utility models, supplementary protection certificates and any other rights to inventions, discoveries and improvements;
- (b) registered and unregistered trademarks, including any trade, brand or business names and get-ups(s), goodwill, Know-How, trade secrets, rights to sue for passing off and unfair competition and rights in domain names, devices and logos;
- (c) registered and unregistered design rights;
- (d) copyright (including all such rights in any information, Know-How or techniques relating to the party's business, and in any computer software, database rights and typographical rights) database rights and moral rights;
- (e) all industrial, commercial, and technical and accounts records and information (wherever located) relating to the activities of the party;
- (f) confidential information and the rights to use and preserve the confidentiality of information (including Know-How); and
- (g) any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted,

renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

7. Compliance with Laws and Policies. Parties must comply with all Applicable Laws including HIPAA, Stark Law, Anti-kickback laws, and False Claims Acts. All data and records will be retained for a 4-year period for government audit access.

8. Data Protection. Both parties comply with Applicable Data Protection Laws (HIPAA, CCPA, CPRA). Healthcare Entity ensures proper consents for data transfer to Pandora. Each party must: (a) implement reasonable technical/organizational security measures; (b) ensure personnel confidentiality; (c) notify of data breaches without delay; (d) maintain compliance records. No data transfers outside USA unless permitted by law with appropriate safeguards.

9. Confidentiality. Each party keeps the other's Confidential Information confidential for 3 years after termination (Protected Health Information in perpetuity). Exceptions: disclosure to Representatives with need-to-know, public domain information, legally required disclosure with notice.

10. Announcements. No public announcements about this Agreement from either party without prior written approval, except as legally required.

11. Warranties.

Each party warrants as follows:

It has full power and authority to enter into this Agreement.

Neither it, nor any persons providing services hereunder, are debarred, suspended, or excluded from participation in any state or federal healthcare program including, without limitations, Medicare, Medicaid and Tricare. If either party or any of its employees providing services hereunder become debarred, suspended, or excluded from such participation, the party involved in such debarment, suspension or exclusion will notify the other party immediately.

Pandora warrants that:

it shall obtain and maintain in force a general liability insurance, and all other forms of insurance appropriate for its obligations under this Agreement; and

it is not party to any agreement which would prevent it from fulfilling its obligations under this agreement.

Healthcare Entity warrants that:

Healthcare Entity shall utilize any equipment provided to it free of charge by Pandora exclusively for the ordering and reporting of Services through Pandora pursuant to this Agreement;

It shall maintain in force a general liability insurance appropriate for its obligations under this Agreement;

it is not party to any agreement which would prevent it from fulfilling its obligations under this agreement; and

Healthcare Entity shall not supply any materials to Pandora that are subject to restrictions without prior written notification to Pandora or whose use by Pandora would infringe the rights of any third party.

Healthcare Entity **12. Liability and Indemnification.** Except where limitation of liability is prohibited by Applicable Law, Pandora's total liability to Healthcare Entity with respect to all breaches in connection with this Agreement that occur within any Contract Year shall not exceed one hundred percent (100%) of the total Charges paid by Healthcare Entity and received by Pandora with respect to the Services provided in the specific Contract Year. In no event shall either party be liable to the other party for indirect consequential or special damages of any kind or nature, or lost profits resulting from an alleged breach of this Agreement, even if such lost profits would not be considered consequential or special damages, including without limitation loss of profits; loss of sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data, or information; or loss of or damage to goodwill.

Indemnification. Each Party agrees to indemnify and hold harmless the other Party and its Affiliates, employees, and agents from and against any and all claims, costs, expenses, damages, losses, or liabilities of any nature whatsoever, including reasonable attorneys' fees and expenses, incurred as a result from, arising out of or related to, any breach of any representation, warranty, agreement, or covenant made under this Agreement.

13. Term and Termination. The initial term shall be for 1-year (or until all 200 kits have been utilized), renewable by mutual agreement. Either party may terminate immediately for: (a) material breach (30-day cure period); (b) insolvency; (c) business cessation; (d) the other party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy. Pandora may terminate for non-payment (30-day cure) or change of control (14-day notice). Should Healthcare Entity cancel they will be responsible for payment of the initial 200 screens.

14. Obligations on Termination and Survival. Upon termination, outstanding invoices; Pandora returns unused Healthcare Entity Materials. Surviving sections: Non-Solicitation, IP Rights, Confidentiality, Liability, Termination obligations, Waiver, Severance, Entire Agreement, Dispute Resolution, Governing Law, Interpretation, and Jurisdiction.

15. Force Majeure. Neither party liable for delays/failures due to Force Majeure Events (acts of God, pandemics, war, government actions, labor disputes, utility failures, etc.). Affected Party must notify the other party within 14 days, mitigate effects, and notify when ended. If Force Majeure continues for over 4 weeks, the unaffected party may terminate with 4 weeks' notice.

16. Assignment and Other Dealings. Healthcare Entity or Pandora cannot assign rights without each other's acceptance.

17. Modification. Modifications must be in writing and signed by both parties.

18. Waiver. Waivers must be in writing. No waiver of future rights implied.

19. Rights and Remedies. Agreement rights are in addition to legal remedies.

20. Severance. If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Section shall not affect the validity and enforceability of the rest of this Agreement.

21. Entire Agreement. Agreement supersedes all prior agreements. No remedies for statements not in Agreement.

22. Independent Contractors. No partnership, joint venture, or agency relationship created.

23. Third Party Rights. A person who is not a party to this Agreement shall not have any rights whether statutory or otherwise to enforce any term of this Agreement. The rights of the parties to terminate, rescind or agree to any variation, waiver or settlement under this Agreement are not subject to the consent of any person not a party to this Agreement.

24. Notices. Written notices by hand delivery, first-class post, or email. Deemed received: hand delivery (immediately), post (9am second Business Day), email (time of transmission during business hours).

25. Counterparts. Agreement may be executed in counterparts. Email transmission of signatures effective.

26. Dispute Resolution. Three-step process: (a) manager-level resolution (20 Business Days); (b) CEO-level resolution (20 Business Days); (c) mediation (45 Business Days to start). Court proceedings allowed 60 Business Days after mediation notice.

27. Governing Law. Delaware state law governs.

28. Jurisdiction. Delaware courts have exclusive jurisdiction.

General Definitions and Interpretation. In this agreement:

a reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time consolidated, modified, re-enacted (with or without modification) or replaced by any statute or statutory provision and includes a reference to any subordinate legislation made under the relevant statute or statutory provision;

a "**person**" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality), governmental entity and partnership and, in relation to an individual, their legal personal representatives;

a "**party**" or "**the parties**" means a party or the parties to this agreement and includes permitted assigns;

a reference to a "**company**" shall include any company, corporation or other body corporate, wherever and however incorporated or established.

a reference to "**this agreement**" includes this agreement as amended or supplemented or novated from time to time;

References to clauses and Schedules are to the clauses and Schedules of this Agreement and references to paragraphs are to paragraphs of the relevant Schedule;

the words "**include**", "**including**", "**in particular**", "**for example**" or any similar expression shall be construed as being by way of illustration or emphasis only and are not to be construed so as to limit the generality of any words preceding them;

the words "**other**", "**otherwise**" and similar expressions are not to be construed as being limited by any words preceding them; and

A reference to **writing** or **written** includes email but not fax.

THIS AGREEMENT has been entered into as of the Effective Date.

Signed by **Nick Malhomme**
for and on behalf of
Pandora S9 Inc Limited



Signature
CEO Pandora S9 Inc

Signed by Andrea Barnes for
and on behalf of Galion City
Health Department.



Signature
Health Commissioner

SCHEDULE 1

Form of Statement of Work

STATEMENT OF WORK

- I. This Statement of Work is entered into by the undersigned parties effective as of the date last signed below, and shall commence on October 13 (“**Commencement Date**”). This SOW hereby incorporates and is subject to the terms of the Master Services Agreement (“**Agreement**”) in effect between the parties unless expressly indicated herein. All capitalized terms herein shall have the meaning assigned in the Agreement unless otherwise specified.

II. **Services**

- a. Pandora shall provide remote testing services All kitting and lab services are provided via Pandora’s proprietary lab, located in Blue Ash, Ohio are also included. Kits will include instructions and QR codes linking to self-collection videos and additional resources. 200 free kits are provided free of charge. All screens shall be invoiced at the quantity of 40 per month (based on average test mix) for five months).

The technology platform shall include the following:

- Patient/Provider Registration Portal – allows patients to order kits (or providers to register patients), tracking of orders and conveying of results.
- Case Management – allows Healthcare Entity eligible staff to access data and initiate and manage linkage to care.

b. **TURNAROUND TIMETABLE**

Kits will be dispatched within a maximum of 24 business hours of receipt.

Once a sample is received at Pandora’s lab, all assays will be analyzed within a maximum of 72 business hours with results available within this time.

III. **Deliverables and Healthcare Entity Materials (if applicable)**

- a. Pandora shall supply Healthcare Entity with the following Deliverables:

200 testing kits and associated technology services to manage distribution, results and linkage to care. Services will be white labeled

IV. **Charges**

- a.

200 Kits and postage are provided at no charge

Screens are charged at standard rates as below:

Chlamydia, Gonorrhea (Single Site), HIV and Syphilis - \$63 per screen

Chlamydia, Gonorrhea (Triple Site), HIV and Syphilis- \$103 per screen

Additional Hepatitis C test, when required - \$35

The data gathered during month one as to types of tests will be used to invoice for the remaining kits, split pro-rata over the following four months.

Should the health department wish to continue beyond the initial promotion, screen costs would be added at

Chlamydia, Gonorrhea (Single Site), HIV and Syphilis - \$18 per kit

Chlamydia, Gonorrhea (Triple Site), HIV and Syphilis- \$23 per kit

Additional Hepatitis C test, when required - \$0 (included in other kits)

- V. Change Orders.** Either party may propose changes to the scope or execution of the Services set forth in an SOW, but no proposed changes shall come into effect until a relevant Change Order has been signed by both parties. A "Change Order" shall be a document setting out the proposed changes and the effect that those changes will have on: (a) the Services; (b) the Charges; (c) the timetable for the Services; and (d) any of the terms of this Agreement.
- VI. Term and Termination.** This SOW shall commence on the Commencement Date and shall continue in effect for 1 year unless kit supplies are used up or earlier terminated.