

ASC MEDICAL DIRECTOR AGREEMENT

THIS ASC MEDICAL DIRECTOR AGREEMENT (this “**Agreement**”), is made and entered into as of July 1, 2024 (the “**Effective Date**”), by and between Sight Partners, LLC (the “**Company**”), and Laura Kearsley, M.D. (“**Doctor**”).

WHEREAS, the Company desires to engage Doctor as an independent contractor to serve as the ASC Medical Director for Company’s facility known as Northern Lights Ambulatory Surgery Center pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Doctor desires to serve as the ASC Medical Director pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of this Agreement, the engagement of Doctor, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties hereto agree as follows:

1. Engagement. During the Term (as defined below), the Company hereby engages Doctor as an independent contractor, and Doctor accepts such engagement, to provide the services set forth on **Exhibit A** attached hereto and incorporated herein by reference, and such other services as may be agreed upon by each of the Company and Doctor, all in accordance with the Company’s policies and procedures (the “**Services**”). Doctor shall devote Doctor’s best efforts to advance the Company’s business and interests, and shall devote such time to Doctor’s duties hereunder as Doctor believes in good faith to be sufficient to perform the Services adequately.

2. Description of Services; Representations.

(a) Doctor agrees that during the Term, Doctor will act reasonably and diligently in performing Doctor’s assigned duties. Doctor’s duties include those duties specified in **Exhibit A**, as well as other related duties assigned to Doctor by the Company from time to time. Subject to the terms and conditions of this Agreement: (i) Doctor has the sole and exclusive right to control and direct the manner and means by which Doctor renders the Services, provided that such manner and means must produce deliverables of a quality reasonably satisfactory to the Company; (ii) Doctor may perform the duties at any time or pursuant to any schedule, provided that the Services are completed within the time periods indicated within the description of the Services, or otherwise specified by the Company; and (iii) Doctor shall have no obligation to follow any particular sequence in performing the Services.

(b) Doctor represents to the Company that:

(i) Doctor has the knowledge and skills required to undertake the Services, including, without limitation the following qualifications:

(1) Doctor has and will all times maintain a valid and unrestricted license and/or authorizations required to enable Doctor to provide the Services consistent with the requirements of applicable law in the state where the Services are provided

(including, without limitation, license to practice medicine). Upon request, Doctor shall provide proof of such licenses and authorizations to the Company.

(2) Doctor is authorized to participate in Medicare, Medicaid, and any other federal, state or local government health care program or private payor program required by the Company.

(3) Doctor is covered by the insurance required by Section 2(c), below.

(4) Doctor has and at all times will maintain current training, competency, and ability to provide the Services required by this Agreement;

(ii) Doctor is not and never has been excluded from participating in any government health care program, including but not limited to Medicare or Medicaid;

(iii) Doctor is not subject to any contractual or other obligation that would prevent or interfere with Doctor's ability to perform the Services pursuant to this Agreement;

(iv) Doctor currently provides, and will continue to provide, all services (including without limitation the Services under this Agreement) in material compliance with all federal and state laws, regulations and guidelines; and

(v) Doctor will immediately notify the Company if Doctor fails to satisfy any of the representations and warranties in this Section 2(b).

(c) Doctor shall at all times maintain the following insurance covering Doctor:

(i) General liability and professional liability insurance in such amounts, with such coverages and with such companies as the Company may reasonably determine to be necessary and appropriate for Doctor's provision of Services. If such professional liability insurance is provided on a claims-made basis, Doctor shall acquire tail insurance to ensure continued coverage for Services provided pursuant to this Agreement. If Doctor fails to secure such insurance upon termination of this Agreement, the Company may secure such insurance and charge Doctor for the cost of such insurance and/or deduct the cost from any amounts owed by the Company to Doctor. Doctor shall name the Company as an additional insured on such policies during the term. Upon request, Doctor shall provide proof of such insurance to the Company.

(ii) Workers compensation insurance in such amounts as required by applicable law. Upon request, Doctor shall provide proof of such insurance to the Company.

3. Term. Subject to the termination provisions set forth herein, the term of this Agreement shall be for a period of twelve (12) months beginning as of the Effective Date, and shall renew automatically at the end of such period for additional twelve (12)-month periods (each a "**Renewal Term**", and collectively with the Initial Term the "**Term**") unless earlier terminated by the parties hereto as provided herein.

4. Compensation. Doctor shall receive the compensation set forth on **Exhibit B** attached hereto and incorporated herein by reference. The Company shall reimburse Doctor for reasonable out-of-pocket expenses incurred by Doctor in the course of performing the Services, provided that: (a) Doctor submits appropriate documentation consistent with the Company's reimbursement policies and procedures; and (b) Doctor sought and received the Company's consent prior to incurring such expenses. The parties represent that they have reviewed the compensation and Services required by this Agreement, and acknowledge and agree that the compensation paid pursuant to this Agreement represents fair market value for legitimate and needed Services actually provided by Doctor.

5. Non-disparagement; Non-Solicitation. To the fullest extent permitted by applicable law, during the Term and at all times thereafter, Doctor agrees not to make any disclosures, issue any statements or otherwise cause to be disclosed any information which is designed, intended or might reasonably be anticipated to disparage the Company, its officers, managers or members, business, services, products or personnel. Nothing in this Agreement prohibits Doctor from discussing or disclosing conduct that Doctor reasonably believes under state, federal, or common law to be illegal discrimination, harassment, retaliation, a wage and hour violation, or sexual assault, or that is recognized as against a clear mandate of public policy. Doctor understands and agrees that any solicitation, luring away, inducement to have any third party or individual cease or modify its relationship with the Company, or hiring of the employees of the Company, or other direct or indirect participation in any activities, would be highly detrimental to the business of the Company, thereby causing great and irreparable harm. Doctor agrees and promises that during Doctor's relationship with the Company and for a period of twenty-four (24) months thereafter, Doctor shall not directly or indirectly solicit, lure, or hire any employee of the Company or induce any third party or individual to cease or modify its relationship with the Company or assist or aid in any such activity, even if such solicitations are undertaken without the use of Confidential Information (as defined below). Doctor agrees and promises that during Doctor's relationship with the Company and for a period of twenty-four (24) months thereafter, Doctor shall not directly or indirectly, for the benefit of any individual or entity, solicit, divert, take away or attempt to solicit, divert or take away any customer or business of the Company.

6. Relationship of Parties. Doctor will perform under this Agreement as an independent contractor, and not as an employee, agent, representative, officer or partner of the Company. Nothing contained in this Agreement will be deemed or construed as creating a joint venture or partnership between Doctor and the Company. Doctor's authority to act on behalf of the Company under this Agreement is limited specifically to the performance of the Services.

7. Taxes, Benefits, and Insurance. Doctor is an independent contractor to the Company, and not an agent or employee of the Company. The Company shall not withhold on behalf of Doctor any sums for income tax, unemployment insurance, Social Security, or any other purposes. Doctor shall not have any claim under this Agreement or otherwise against the Company for workers' compensation, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other benefits available to the Company's employees. The Company shall not provide or maintain workers compensation or any other kind of insurance for Doctor.

8. Indemnification. Doctor hereby agrees to indemnify, defend and hold harmless the Company and its officers, directors, managers, employees, agents, representatives, successors and assigns (each, an “**Indemnified Party**”) from and against each and every third party demand, claim, loss, liability, or damage of any kind, including reasonable attorneys’ fees, that any Indemnified Party may incur by reason of, or arising out of Doctor’s: (a) material breach of this Agreement or of any representation, warranty or covenant made herein by Doctor; or (b) negligence or intentional misconduct.

9. Limitation of Liability. In no event will the Company be liable to Doctor for any special, indirect, incidental, exemplary, consequential or punitive damages arising from or related to this Agreement, including, but not limited to, damages for loss of profits, even if Doctor has been advised of the possibility of such loss or damages. Further, in no event will the Company’s cumulative liability to Doctor for claims, losses or damages of any kind, whether based on contract, tort, negligence, indemnity or otherwise, arising from or related to this Agreement exceed the actual compensation paid pursuant to Section 4 above as of the date of such claim, loss or damage. No claim may be asserted by Doctor against the Company more than twelve (12) months after the date of the cause of action underlying such claim.

10. Termination.

(a) Termination without Cause. Either party may terminate this agreement without cause upon sixty (60) days’ prior written notice.

(b) Termination for Cause with Notice. Either party may terminate this Agreement upon thirty (30) days’ prior written notice due to the other party’s breach of a material term of this Agreement. If the breaching party fails to cure the breach within such 30-day period, the non-breaching party may terminate the Agreement at the end of such 30-day period.

(c) Termination for Cause Without Prior Notice. The Company may terminate this Agreement immediately and without prior notice to Doctor upon or following the occurrence of any of the following events:

(i) Doctor fails to satisfy the qualifications required by this Agreement.

(ii) The representations and warranties in Section 2(b) cease to be true with respect to Doctor.

(iii) Doctor is excluded from participating in any government health care program, including but not limited to Medicare or Medicaid.

(iv) Doctor is charged with or commits a felony or crime involving dishonesty or moral turpitude; violates any law or regulation involving health care fraud or abuse; or engages in any other illegal or unethical conduct that may adversely affect the Company.

(d) Any provision of this Agreement which by its terms imposes continuing obligations on the parties, including, but not limited to, Sections 5-12, and 16-20 hereof, shall survive any expiration or termination of this Agreement.

(c) Upon termination of this Agreement (the “**Termination**”), Doctor shall: (i) take reasonable steps to wind down works in progress in an orderly fashion; and (ii) deliver to the Company any of the Company’s property used by Doctor in the performance of the Services.

11. Confidential Information. At all times, Doctor shall: (a) not copy, disclose to third parties, or use the Confidential Information (as defined herein) for any purpose other than as contemplated under this Agreement; (b) protect the Confidential Information with the same degree of care Doctor exercises to protect Doctor’s own confidential information (but in any event, with no less than a reasonable degree of care) to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof; and (c) limit access to Confidential Information to those third parties who have a need to know such information in connection with this Agreement and who are subject to written confidentiality and non-disclosure agreements with Doctor which protect the confidentiality of third party information pursuant to terms, conditions, and restrictions no less restrictive than those terms, conditions and restrictions set forth herein. For purposes hereof, “**Confidential Information**” means all information disclosed, made available or provided by or on behalf of the Company at any time under, or in anticipation of, this Agreement, that reasonably should be understood to be confidential or proprietary in light of the circumstances of such disclosure or provision, including, without limitation, information that concerns or relates to the Company’s or any of Company’s affiliates’ business, technology, products, services, partners, consultants, customers, prospective customers, contacts, prices or performance under any agreement. Confidential Information shall not include any information which is or later becomes publicly known through no wrongful act of Doctor. All of the Confidential Information furnished pursuant to this confidentiality provision shall be returned promptly to the Company upon its request.

12. Ownership of Intellectual Property. The Company is the sole and exclusive owner of all right, title and interest in and to any Intellectual Property (as defined below) developed by Doctor. Intellectual Property is considered a “work made for hire,” as such term is defined in 17 U.S.C. § 101. Accordingly, the copyright of such Intellectual Property is and will be owned solely and exclusively by the Company. If any Intellectual Property does not fall within such definition of “work made for hire,” then Doctor hereby assigns, automatically assigns and upon the creation thereof shall assign to the Company Doctor’s entire right, title and interest in and to such Intellectual Property including all goodwill associated therewith. Doctor will execute and deliver any assignment instruments and do all other things reasonably requested by the Company (both during and after Doctor’s engagement by the Company) in order to more fully vest in the Company sole and exclusive right, title and interest in and to all Intellectual Property. Doctor will immediately and fully disclose in writing to the Company all inventions, discoveries, ideas, technologies, trade secrets, know-how, designs, patterns, marks, names, improvements, industrial designs, mask works, works of authorship and other intellectual property conceived or developed in whole or in part by Doctor, or in which Doctor may have aided in the conception or development, while engaged by the Company (collectively, “**Intellectual Property**”). Doctor represents and warrants to the Company that: (i) the Intellectual Property does not and will not infringe upon any patent, copyright, trademark, trade secret or any other intellectual or property right of any third party; and (ii) Doctor owns or otherwise has sufficient rights in the Intellectual Property to grant to the Company the rights granted herein.

13. No Waiver. No waiver of any right or remedy with respect to any occurrence or event shall be deemed a waiver of such right or remedy with respect to such occurrence or event in the future. No waiver of any of Doctor's obligations under this Agreement shall be effective unless in writing and signed by the Company.

14. Reformation/Severability. If any provision of this Agreement shall for any reason be held to be invalid or unenforceable, such decision shall not affect, impair or invalidate the remainder of this Agreement, but shall be confined in its operation to the provision of this Agreement directly involved in the controversy in which such decision was rendered. If the invalid or unenforceable provision cannot be reformed, the other provisions or applications of this Agreement shall be given full effect, and the invalid or unenforceable provision shall be deemed struck.

15. Assignment. This Agreement shall inure to the benefit of and be binding upon (i) the Company, its successors and assigns, and (ii) Doctor and Doctor's heirs, executors, administrators and legal representatives. Doctor may not assign or otherwise in any manner transfer or delegate any of Doctor's obligations under this Agreement without first obtaining the prior written consent of Company.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alaska, without regard to conflicts of laws provisions thereof.

17. Specific Performance. Doctor acknowledges that the Company would be damaged irreparably and would have no adequate remedy of law if any provision of this Agreement is not performed in accordance with its specific terms or otherwise is breached. Accordingly, Doctor agrees that the Company will be entitled to an injunction to prevent any breach of any provision of this Agreement and to enforce specifically any provision of this Agreement, in addition to any other remedy to which they may be entitled, and without having to prove the inadequacy of any other remedy it may have at law or in equity and without being required to post bond or other security.

18. Compliance with Law. This Agreement shall be construed to be in accordance with any and all federal and state laws. In the event there is a change in such laws, whether by statute, regulation, agency or judicial decision, that has any material effect on any term of this Agreement, or in the event that counsel to one party determines that any term of this Agreement poses a risk of violating such laws, then the applicable term(s) of this Agreement shall be subject to amendment and any party hereto may request amendment of the affected term or terms of this Agreement, upon written notice to the other party, to remedy such condition. In the interim, the parties shall perform their obligations hereunder in full compliance with applicable law. If the parties are unable to agree to such amendment within thirty (30) days or are unable to reasonably preserve their arrangement, then this Agreement shall be immediately terminated.

19. Access to Books and Records. Doctor agrees that, if and to the extent required by applicable law, until the expiration of four (4) years after the furnishing of any goods and Services pursuant to this Agreement, Doctor will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly

authorized representatives, copies of this Agreement and any books, documents, records and other data of Doctor that are necessary to certify the nature and extent of the costs incurred by the Company in purchasing such goods and Services. If Doctor carries out any of Doctor's duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period, Doctor will cause such subcontract to contain a clause with access records consistent with this Section. Doctor shall give the Company notice immediately upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information.

20. HIPAA Compliance. To the extent applicable to this Agreement, Doctor agrees to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 USC § 1320d ("HIPAA"), and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Part 142 (the "Federal Security Regulations"), the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162, and all the amendments to HIPAA contained in Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), all collectively referred to as "HIPAA Requirements." Doctor shall execute and at all times comply with the business associate agreement attached as **Exhibit C**. Doctor agrees not to use or further disclose any Protected Health Information (as defined in 45 C.F.R. § 1320d), other than as permitted by HIPAA Requirements and the terms of this Agreement. Doctor shall make Doctor's internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the Federal Privacy Regulations.

21. Further Assurances. Each party agrees to perform all further acts and execute, acknowledge and deliver any documents that may be reasonably necessary, appropriate or desirable to carry out the provisions of this Agreement.

22. Notice. All notices required or permitted to be given under the terms of this Agreement shall be in writing, and shall be effective upon delivery if delivered to the addressee in person or by e-mail confirming receipt; effective three (3) business days after mailing if mailed by certified mail, postage prepared, return receipt requested; or effective the next business day if delivered by overnight courier with charges prepaid to the contact information on the signature page hereof or to such other address as either party shall have designated for notices to be given in accordance with this Section.

23. Entire Agreement; Amendment. This Agreement embodies the entire agreement between the Company and Doctor relating to the subject matter hereof. No changes, modifications or amendments of any term set forth herein shall be valid unless agreed upon by the parties in writing.

24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts with the same effect as if all parties hereto had signed the same document. All counterparts shall be constructed together and shall constitute one agreement. Electronic signatures on this Agreement shall be deemed to be original signatures for all purposes.

IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the Effective Date.

COMPANY:

Sight Partners, LLC

Address:

DocuSigned by:
By: Lance Baldwin
Name: Lance Baldwin
Title: COO

2707 Colby Avenue, Suite 1200
Everett, WA 98201

DOCTOR:

Laura Kearsley, M.D.

Address:

DocuSigned by:
Laura Kearsley
066F32127808403...

2060 E Crescent Drive
Seattle, WA 98112

EXHIBIT A
SERVICES TO BE PROVIDED BY DOCTOR

1. Services. Pursuant to the terms of the Agreement, Doctor agrees to undertake the Services set forth below:
 - Serving as the ASC Medical Director for the Company's ASC facility known as Northern Lights Ambulatory Surgery Center.
 - Without limitation, the functions of the ASC Medical Director shall include:
 - o Providing medical direction for the provision of surgical services at the ASC by adhering to professionally acceptable standards of practice.
 - o Supporting the ASC's compliance with all state and federal laws and regulations related to ASC services, including without limitation, the Medicare Conditions of Coverage.
 - o Continued communication with the ASC's Manager and participation on the Company's Quality Assurance and Performance Improvement (QAPI) Committee.
 - o Supporting the Company's activities for the facility's initial and ongoing licensure, survey, and accreditation processes.

2. Performance Standards. In performing Services under this Agreement, Doctor shall comply with the following standards ("Performance Standards"):
 - Adhere to all applicable federal, state, and local laws and regulations; the standard of care in the relevant community; professional standards applicable to the Doctor's licensure and specialty; relevant licensure and accreditation standards; and the rules and policies of the Company relevant to the Services.
 - Use her best effort and skill for the interest of the Company and patients of the ASC while performing Services pursuant to this Agreement.
 - Provide Services in a professional, respectful manner and in a manner that promotes respect, cooperation and teamwork among other health care professionals, Company personnel and patients.
 - Respond to patient, Company administration, and physician needs and concerns as expeditiously as reasonably possible.
 - Cooperate with the Company in responding to any investigation, survey, complaint, lawsuit, or incident related to the acts or omissions of Doctor while providing or relating to the performance of Services pursuant to this Agreement.

- Promptly notify the Company of: (i) any claim, allegation, or professional review activity asserted against Doctor relating to professional conduct or competence or compliance with applicable laws or regulations (whether by any licensure board, health care facility or entity, professional society or association, third party payor, professional review committee or body, governmental agency or other entity having jurisdiction over Doctor, the Company, or the ASC); (ii) any malpractice settlement, judgment, verdict or decree against Doctor; (iii) any criminal complaint, indictment or criminal proceeding in which Doctor is named as a defendant, (iv) Doctor's failure to satisfy the qualifications or representations and warranties required by this Agreement; or (v) any acts, omissions, or other facts or circumstances that may result in liability to the Company.
 - Adhere to such other performance standards relating to the Services as reasonably established by the Company from time to time.
3. Professional Practice. This Agreement shall not be interpreted to dictate Doctor's practice of medicine or to interfere with the exercise of Doctor's independent judgment in the practice of medicine, consistent with quality patient care.

EXHIBIT B COMPENSATION

In connection with the Services, Doctor shall be entitled to the following compensation:

- Five Thousand Dollars (\$5,000.00) per year (or prorated for any partial year) (the “Fee”), paid in quarterly payments of One Thousand Two Hundred Fifty Dollars (\$1,250.00) per calendar quarter, payable within thirty (30) days of the start of each calendar quarter.
- 100% of all directly related preapproved expenses, payable within ten (10) business days of the Company’s receipt of invoice and, if applicable, supporting receipts.

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT