Clinician Services Agreement and Business Associate Agreement

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Supersedes	the version dated October 7, 2026
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Operated by	Any Percent LLC, a Washington limited liability company, doing business as Psybird.ai

This Clinician Services Agreement and Business Associate Agreement (this “Agreement”) is entered into as of the date Clinician accepts it electronically as described in the Acceptance and Execution section below (the “Effective Date”) by and between Any Percent LLC, a Washington limited liability company, doing business as Psybird.ai (“Psybird,” and, for purposes of Part B, “Business Associate”), and the clinician or practice identified at account signup (“Clinician,” “Practice,” or “Covered Entity”). Psybird and Clinician are each a “Party” and together the “Parties.”

Psybird operates an artificial-intelligence–supported software platform (the “Platform”) that licensed health care professionals, including mental health clinicians and physical therapists, may use to provide supportive engagement to their clients between sessions and visits. Clinician wishes to use the Platform, and Psybird wishes to provide access to it, on the terms below. Because Psybird may create, receive, maintain, or transmit Protected Health Information on Clinician's behalf, the Parties also enter into the Business Associate Agreement in Part B.

Part A: Services Agreement

1. Definitions

“Platform” means the Psybird.ai web and mobile application and related services Psybird makes available to Clinician and Clinician's authorized clients.

“Client” means an individual to whom Clinician provides professional services and whom Clinician authorizes to use the Platform.

“Authorized User” means Clinician and the personnel Clinician permits to access the Platform.

“Discipline” means the kind of care Clinician's practice provides through the Platform, chosen when the practice signs up: mental health or physical therapy. A practice's Discipline does not change afterwards.

“Physical Therapy Addendum” means the Physical Therapy Addendum to this Agreement. For a physical therapy practice it is part of this Agreement and Clinician accepts it separately, and where it and the rest of this Agreement disagree about a physical therapy practice, it controls.

Capitalized terms used in Part B have the meanings given in that Part or under the HIPAA Rules.

2. The Platform and Services

Subject to this Agreement, Psybird grants Clinician a non-exclusive, non-transferable, revocable right to access and use the Platform during the Term for Clinician's internal professional use. The Platform enables Clinician to, among other things, assign therapeutic exercises and activities; build home exercise programs with demonstration videos that clients follow in guided workouts; write, sign and upload plans of care and visit notes; review client engagement and interactions; communicate with Clients through secure direct messaging and encrypted video/voice calling; schedule appointments and send reminders; conduct consented recorded sessions with automated transcription; and export client activity and engagement records to support clinical documentation and applicable Remote Therapeutic Monitoring (RTM) workflows. Psybird may modify, update, or discontinue features of the Platform from time to time.

3. Fees and Payment

Clinician shall pay the fees set out in this Section (the “Fees”). Whatever the practice's Discipline, the Fees have two parts, and Psybird charges nothing else except on the notice described under Fee changes below: (a) a **monthly Client fee** for each Client connected to Clinician's practice during the calendar month; and (b) a **per-claim filing fee** for each insurance claim Psybird files with a payer on Clinician's behalf. There is no cap on either.

The amounts. The amount of each Fee is the per-Client and per-claim price shown in the Platform at the time, in Clinician's billing settings and again before each claim is filed, and the price shown there is the price Psybird charges. This Agreement states how the Fees are built and counted rather than the amounts themselves, so that a change of price does not require a new Agreement; the Fee changes paragraph below is how a price moves and is Clinician's protection against one. The per-claim filing fee is charged only for claims filed on or after the effective date of this Agreement (October 16, 2026), and claims filed before that date carry no fee. Section 3A says exactly which Clients and which claims are counted.

Invoicing. Fees are billed monthly **in arrears**. On or about the 2nd of each month Psybird issues one invoice for the month that has just ended, itemized as a Client line and, where claims were filed, a claims line. Clinician authorizes Psybird and Psybird's payment processor (Stripe) to charge the payment method on file for that invoice and for any applicable taxes. Stripe holds the card, makes the charge, and sends the receipt; Psybird does not store payment-card numbers. A month in which nothing is billable raises no invoice. Psybird asks for a payment method at signup, before any Client connects and before anything is

charged, and charges the default payment method held for Clinician's account.

Clinic accounts. Where Clinician's account is part of a clinic account, the clinic receives one invoice covering every clinician on it, with each clinician's Clients and claims shown as separate lines, and the clinic's payment method is charged. Each clinician's account is counted on its own Clients, its own claims, and its own calendar month; counts are never pooled and there is no clinic discount. A clinician on a clinic account cannot add a separate payment method, and the clinic's own agreement with Psybird, not this Section, governs what the clinic pays. Section 3C says what happens to Clinician's own Fees while the practice is a seat in a clinic.

What Psybird does not charge for. There is no setup fee, no seat or user fee, no minimum, no volume commitment, and no annual commitment. Psybird charges nothing for eligibility and benefit checks, for receiving payer acknowledgments, claim status responses or remittance advice, for posting payments, for a claim Psybird voids, for care reports, superbills, client statements, Good Faith Estimates or exports, for file storage, for video and voice calls, or for Clinician's or any Client's use of Psy, and Psybird adds nothing to an invoice for artificial-intelligence usage. Psybird takes no fee, commission, percentage or other deduction from any payment Clinician's clients make to Clinician (Section 8A).

Taxes. Fees are exclusive of taxes, which are Clinician's responsibility.

Refunds and corrections. Except as required by law or expressly stated, Fees are non-refundable. If an invoice is wrong, Clinician should say so at support@psybird.ai; Psybird corrects an invoice by voiding it or by issuing a credit.

Fee changes. Psybird may change a fee, or introduce a fee for something it has not charged for before, on at least 30 days' prior notice to the email address on Clinician's account. A change takes effect at the start of the first calendar month that begins after the notice period ends, and never applies to a month already invoiced. Clinician may end this Agreement under Section 4 before the change takes effect.

Ending the Agreement. Section 4 says how billing ends and what the closing invoice covers.

This Section concerns the Fees payable to Psybird; payments Clinician's clients make to Clinician are addressed in Section 8A and in Section B3A of Part B.

3A. What Is Counted: Connected Clients and Filed Claims

Connected Clients. A Client counts for a calendar month if, at any point in that month, that Client held a Platform login attached to Clinician's practice. The month runs in the time zone set on Clinician's practice.

- A Client counts once for the month and once only, however many sessions, messages, claims, documents or exercises that Client has.
- Fees are **not prorated**. A Client who connects on the last day of a month counts for that whole month. A Client whom Clinician removes during a month counts for that month, and billing for that Client stops after it.
- A Client who leaves Clinician's practice and rejoins it in the same month under the same email address counts once. A return under a different email address is a second connection and counts again.
- A client record with **no login attached to it** counts for nothing, however long Clinician keeps it. Clinician may keep as many such records as Clinician likes at no charge, and demonstration and test records are always free.

Billable claims. A claim is billable when all of the following are true: Psybird itself transmitted it and the clearinghouse accepted the transmission; it went to a real payer as a production claim rather than to a test payer; it is not a void; and it was filed on or after the date the per-claim fee began. Psybird states the consequences plainly, so that no invoice is a surprise:

- A **correction or a resubmission** is a new filing and is billable again.
- A claim to a Client's **second plan** (a secondary claim) is its own filing and is billable.
- An **RTM or care-management** claim is a claim and is billable.
- Two sessions on the same day that share one claim are **one** filing.
- A **crossover**, where the primary payer forwards the claim to the secondary itself, files nothing through Psybird and is not billable.
- A claim **refused at the clearinghouse's door** is never billable, however many times it is retried, because Psybird never filed it.
- A claim Clinician **filed outside the Platform** and recorded as filed elsewhere is not billable.
- A **void** is not billable, and Psybird bears the clearinghouse's cost of it. The claim that the void cancelled remains billable, because it was filed.
- **What the payer later does with a claim does not change the fee.** A claim that is denied, rejected by the payer, appealed, or never paid is still a claim Psybird filed.
- **A billable claim is counted in the calendar month it was filed**, in the time zone set on Clinician's practice, and is charged on that month's invoice. The month a payer answers, pays or denies it does not move the fee, and a claim filed on the last day of a month is billed in that month rather than the next one. A claim filed in one month and paid several months later is billed in the month it was filed.

The Platform tells Clinician the fee before each filing and shows the running count for the current month on the Billing page, counted from the same claim records the invoice is counted from.

3B. If a Payment Fails

If a charge on Clinician's payment method fails, Psybird shows the account as past due in the Platform and shows the date on which Psy would pause.

If an invoice is still unpaid thirty (30) days after the account first shows as past due, Psybird may pause Psy, the Platform's conversational assistant, for Clinician's whole practice, and on a clinic account for every clinician on that account, until the account is settled. Paying restores Psy.

Nothing else stops. Client records, notes, the calendar, direct messaging, video and voice calls, the client ledger, exports, and insurance claim filing all continue while an account is past due, and claims filed during that time are billable in the ordinary way. Psybird will not delete Clinician's records, and will not withhold Clinician's export, because an invoice is unpaid.

Psybird may also suspend access to the Platform for an account that remains unpaid, but only after at least fifteen (15) days' written notice and an opportunity to pay. This Section, and not the cure provision in Section 4, governs what Psybird does about non-payment.

3C. If Clinician's Practice Is a Seat in a Clinic

Where Clinician links the practice to a clinic account using a code that clinic made, the practice becomes a seat in that clinic, and while it is a seat the clinic's Clinic Services Agreement governs the Fees for the practice, as Section 3 describes. Clinician owes Psybird nothing for those Fees, except that for a month in which no clinic the practice was in can be charged, Psybird may bill that month's connected Clients and claims to a payment method of Clinician's own, as Section 4.4 of the Clinic Services Agreement describes. Every clinic the practice was a seat of at any point in a month, even for a single day, owes its seat fee for that month under its Clinic Services Agreement, so where the practice moves from one clinic to another during a month, each clinic owes that month's seat fee; a seat fee is always a clinic's to pay and never Clinician's. If the practice stops being a seat, because the clinic removes the seat or the clinic account ends, Section 3 applies to it again from the start of the following month and Clinician must save a payment

method, at the time Section 3D says where the clinic removed the seat, which is the same where Psybird dissolved the clinic or closed its account. Fees for months in which the practice was a seat remain the clinic's.

Being a seat changes nothing else in this Agreement, except as Section 3D says about what the clinic sees and does in the practice. Clinician's obligations under Sections 4 through 16 and under Part B are Clinician's own, the clinic cannot accept, waive or vary them, and an instruction from anyone at the clinic never overrides them. Only the clinic removes a seat: Clinician cannot take the practice out of a clinic in the Platform, and while the practice is a seat Clinician cannot delete the account either, because the clinic keeps its copy of the practice's records only when it removes the seat (Section 3D). To leave the clinic, or to close the account, Clinician asks the clinic to remove the seat, and may close the account once it has. If the clinic does not act on Clinician's request, Clinician may ask Psybird at support@psybird.ai, and Psybird may take the practice out of the clinic after notice to the clinic, as Section 8.5 of the Clinic Services Agreement describes. Nothing the clinic does stops Clinician from taking the practice's export.

When the clinic bills insurance for Clinician. A clinic may choose to be the billing provider on Clinician's insurance claims, under the clinic's Clinic Services Agreement, and the Platform tells Clinician in Settings while it is. While it is: Clinician's claims go to payers under the clinic's legal name, NPI and EIN, naming Clinician as the rendering provider under Clinician's own NPI; payers pay the clinic, under the clinic's own enrollment with each payer, and what the clinic pays Clinician is between Clinician and the clinic; the clinic's enrollments with payers stand in for Clinician's own; and the clinic files Clinician's claims: the people at the clinic it allows to do so file them, send them again, correct and void them, and file a claim to a Client's second health plan, in the clinic's console, each such action being the clinic's certification of the claim, so Clinician does not file, correct or void those claims and the Platform does not offer it. Clinician authorizes the clinic to file claims for the services Clinician furnishes and documents in the Platform, naming Clinician as the rendering provider. Completing a session, or signing a monthly report, then leaves its claim for the clinic to file. Clinician remains responsible for the services and for the documentation each claim is built from, on which the clinic relies, and the rest of Section 8B applies to those claims with the clinic as the one that sends them. Clinician is responsible for any reassignment of benefits or group enrollment a payer requires of Clinician for the clinic to bill for Clinician's services. A claim sent before the clinic began, or stopped, billing for Clinician stays under the numbers it was sent under. The arrangement ends when the practice stops being a seat. The clinic may also enter a payer's answer, mark a claim as filed outside the Platform and enter the payer's answer to it (Psybird files no such claim and charges no fee for it), run a coverage check and hand a claim back to Clinician when what it needs is in the Client's record. Section 8A says what the clinic does with Clinician's Clients' billing while it bills insurance for Clinician.

3D. What a Clinic Sees and Does in Clinician's Practice

The clinic sees the whole practice. While the practice is a seat, the clinic can see everything the practice holds in the Platform, as Clinician sees it: every Client and their record, Clinician's notes, Clients' conversations with Psy and Clinician's own conversations with Psy, direct messages, documents and forms, the calendar, claims, the client ledger and payments, including what was recorded before the practice became a seat. The clinic sees and acts through the people it gives logins to its clinic account, each within the permissions the clinic gives them: its owners, and the people it allows to see clinical records, see all of it, and the others see what their permissions reach, such as the calendar or the billing. By linking the practice to the clinic, and by accepting this version of this Agreement while it is linked, Clinician directs Psybird to give the clinic that access, through those people, for as long as the practice is a seat, as Section B3B of Part B provides. Psybird records each time one of them opens Clinician's practice and each action they take on the clinic's side, and shows that record to the clinic.

Clinician represents that the clinic's access is lawful: that Clinician may disclose those records to the clinic under the HIPAA Rules and other applicable law, under Clinician's own arrangement with the clinic and with any authorization a law requires. Clinician will not keep in the practice, while it is a seat, a record that applicable law does not permit the clinic to see, such as psychotherapy notes as the HIPAA Rules define them, unless Clinician holds the authorization the law requires for the clinic to see it.

What the clinic does, and does not do. The clinic's people do the practice's administrative work, each within their permissions: they book, move and cancel Clients' sessions, of which Psybird tells the Client and Clinician, and which the Platform shows Clinician as booked by the clinic (Clinician may move or cancel such a session, and the clinic is told); start a new Client's intake with the front-desk details and, if the clinic chooses, the first session, which Clinician finishes, Clinician's finishing step being what sends the Client's invitation; answer requests for new Clients that Psybird's referral service offers Clinician, as Section 8B.6 says; work billing and claims as Sections 3C and 8A say; and work with the practice's documents and forms, as Section 9A says of the documents. They may also file into a Client's documents a PDF of a form the Client signed outside the Platform, which the Platform marks as from the clinic, which the Client sees in the app and which Clinician cannot withdraw; the clinic may take back a form it filed, and the file itself is never deleted. No one at the clinic writes, changes or signs Clinician's notes, messages a Client as Clinician or calls a Client as Clinician. Clinician remains responsible for Clients' care and for the clinical record.

Messages with the clinic. The clinic has a conversation with Clinician in the Platform, in which everyone at the clinic with a login can read and write. The clinic's reminders arrive there as messages from the clinic, signed with the name of the person who set them up; a repeating reminder is approved once at the clinic and is then sent on its schedule until its last day or until someone at the clinic stops or changes it; and a notification of a reminder carries no client information. When Clinician notifies the clinic through the Platform, the notice arrives there, naming the people at the clinic Clinician picked. The clinic may also write to Clinician's Clients in a conversation of its own, under the clinic's name, which Clinician does not see in Clinician's own practice (Clinician sees it on the clinic's side only if the clinic has given Clinician access there), and may send them superbills of their paid sessions there.

Clinic access on Clinician's login. The clinic may give Clinician access to its clinic account. Clinician's one login then carries both the practice and the permissions the clinic gives Clinician, which may reach other clinicians' practices, Clients and money. What Clinician does on the clinic's side is done for the clinic, under the clinic's responsibility and the Terms of Service, is recorded in the clinic's history log under Clinician's name, and is for the clinic's work only. The clinic may change or end that access at any time; Clinician then keeps the practice and the login to it.

Moves inside the clinic. While the practice is a seat, the clinic may move any of Clinician's Clients to another clinician of the same Discipline in the clinic, and another clinician's Client to Clinician, whether or not a seat is being removed. Such a move happens at once: it does not wait for the sending clinician to release the Client, for the receiving clinician to accept, or for the Client's authorization. Psybird copies the Client's record to the receiving practice, keeps the Client's booked session times with the receiving clinician, and tells the receiving clinician and the Client, naming the new clinician to the Client; the sending clinician sees the move on the Client's file. The sending practice keeps the records it held, and a Client moved to Clinician is Clinician's Client from the move. A move Clinician offers a colleague still waits for that colleague to accept.

When the clinic removes the seat. Before removing it, the clinic chooses, Client by Client, whether each Client moves to another clinician of the same Discipline in the clinic or stays with Clinician. The Clients who stay remain on Clinician's practice, which becomes Clinician's own: Section 3 applies to it from the start of the following month, and Psybird does not ask Clinician for a payment method until 14 days after the removal and tells Clinician once, in the Platform, the price and that date. The clinic's people stop seeing the

practice; Clinician's conversation with the clinic, and the clinic's conversations with Clinician's Clients, close to Clinician and to those Clients, and the clinic keeps their history. The clinic keeps a read-only copy of the records of every Client of the practice as they stood on the day of removal, including the Clients who stayed with Clinician, as Section B3B of Part B provides; that copy is held for the clinic, not for Clinician, and deleting the practice later does not delete it. Once the seat is removed, Clinician may close the account, after taking the export Section 4A describes; while the practice is a seat, Clinician cannot (Section 3C).

4. Term and Termination

This Agreement begins on the Effective Date and continues month to month until it is terminated. There is no fixed term and no minimum commitment.

Ending the Agreement. Either Party may terminate for convenience on 30 days' written notice; notice to Psybird goes to support@psybird.ai. Either Party may terminate immediately if the other materially breaches and fails to cure within 15 days after written notice. Non-payment of Fees is governed by Section 3B instead. While the practice is a seat in a clinic, Clinician closes the account only after the clinic removes the seat, and asks Psybird if the clinic does not act on Clinician's request, as Section 3C says.

Suspension and closure by Psybird. Psybird may suspend or close Clinician's account as Section 16 of the Terms of Service describes, and records its reason. While the account is suspended, Clinician's login is disabled, the Clients keep theirs and Psybird may pause their Psy, and a month suspended from its first day is not billed to the practice (while the practice is a seat, the month stays on the clinic's invoice). To close the account, Psybird first raises the closing invoice described below, and closes nothing if that invoice cannot be raised. The account then stays closed for 30 days, in which Clinician can sign in only to download the practice's records, which Psybird exports for Clinician as the export Section 4A describes, and to ask for the closure to be undone; the Clients cannot sign in, and the practice's profile in Psybird's referral service is switched off. If the closure is undone within the 30 days, the account opens again as it was and the closing invoice stays owed; otherwise, after the 30 days, Psybird deletes the practice as Clinician's own deletion would, and the Clients can sign in again, receive their own copy of their file and join another practice. Psybird closes a practice that is a seat in a clinic only once the clinic has removed the seat.

Ending future Fees without ending the Agreement. Clinician may stop future Fees at any time by removing connected Clients. The fee for a removed Client stops after the month in which the removal happens, and a month with no connected Client and no billable claim raises no invoice. Removing a Client ends that Client's access to the Platform at once and removes from the practice the parts of their record the Client could see: the plan and appointments, their conversations with Psy and the summaries of them, their exercise history, direct messages and their attachments, and any unused key to the record. A copy of what the Client could see is kept for the Client to download for up to 30 days, then deleted with their login. Clinician's session notes stay if Clinician chooses to keep them (a physical therapy practice's signed notes and signed plans of care always stay), and the client-billing ledger, signed documents, claims and, for a physical therapy practice, visit and remote monitoring records stay in the practice and in Clinician's export. Clinician may also delete the practice entirely, which is permanent and is described in Section 4A, except while the practice is a seat in a clinic (Section 3C). Clinician does not have to delete anything in order to stop being billed.

Closing invoice. Because Fees are billed in arrears, ending this Agreement or deleting the practice does not cancel Fees already earned. When Clinician deletes the practice, the Platform shows Clinician, before the deletion is confirmed, exactly what will be charged, and then charges it: the **current month in full** (it is not prorated) and any earlier month that ended without being invoiced, going back at most twelve months. Those invoices are raised before anything is deleted, and Stripe collects them in the ordinary way, which may be after the practice is gone. A practice cannot be deleted while it is a seat in a clinic (Section 3C). A test or demonstration practice, and a practice with no payment method, are charged nothing.

Provisions that by their nature should survive (including confidentiality, disclaimers, limitation of liability, indemnification, and Part B's termination provisions) survive termination. Termination of this Services Agreement also terminates the Business Associate Agreement, subject to the PHI return-or-destruction obligations in Part B.

4A. Records on Termination; Export and Handoff

Clinician's records are Clinician's responsibility. Before an account is deleted, the Platform offers Clinician an export of the practice's data: every client record, the client-billing ledger, the signed documents and their signature trail, any good faith estimates, and, where the Practice billed insurance, its claims and the remittances received on them. The export carries every direct-message thread, each Client's conversations with the Platform's conversational assistant, Clinician's session notes and Clinician's own conversations with that assistant, including the older ones the app keeps apart, up to limits on their number (for example, 20,000 messages for one Client) and on the total size of the stored files it includes. A note inside the export names anything it leaves out, which stays readable or downloadable in the app until the account is deleted and is destroyed when it is; if Clinician needs it, Clinician must copy it from the app before deleting. **It is Clinician's responsibility to take that export and to retain it for as long as Clinician's professional, tax, and legal obligations require.** Psybird does not retain a practice's records after deletion in order to satisfy those obligations on Clinician's behalf (it keeps, for each connected Client, only the copy of what that Client could see in the app, which the Client alone can open until they delete their login, as the Privacy Policy says), and Clinician should not rely on Psybird as a system of record after termination.

Where the export is made. An export Clinician asks for is assembled on Psybird's servers, unless Clinician chooses to build it on Clinician's own device, so closing the app does not stop it; the finished file is kept there for seven days so that Clinician can download it, and then deleted. Only Clinician can download it and, while the practice is a seat in a clinic, the clinic's owners and the people at the clinic whose permissions cover the practice's clinical records, its billing and its insurance claims, all three together.

What Psybird records about the handoff. When the app generates an export or presents a deletion notice, it asks Psybird to write an entry in the audit trail recording that it happened and when. Those entries are written by Psybird's servers and cannot be edited or deleted by anyone using the Platform, and they contain no client information. They are a record of the steps the app reported, not proof that Clinician received or kept the export: logging is best effort and a failure to log never blocks an export or a deletion. Clinician should keep their own copy of the export.

What deletion costs. Deleting the practice raises a closing invoice, described in Section 4. The delete screen shows the months and the total before Clinician confirms, and the deletion does not go ahead at all if that invoice cannot be raised, so a failed charge never leaves Clinician without both the records and the invoice. Psybird does not delete Clinician's customer record at Stripe, so an invoice already raised stays collectible after the practice is gone, and Clinician's card stays saved at Stripe until Clinician removes it there.

5. Clinician Responsibilities

Clinician agrees to:

- Represent and warrant that Clinician (and every Authorized User providing care) holds a current, valid license, or for physical therapy a license or a compact privilege, to provide the care they provide through the Platform in each jurisdiction where they practice and where each Client is located when care is provided (or, while pre-licensed, practises under the supervision Section 5A describes, as that law allows), and to notify Psybird promptly if any such license lapses, is suspended, or is restricted. Psybird

relies on this representation and does not independently verify licensure;

- Use the Platform only for Clients for whom such use is clinically appropriate and lawful;
- Obtain and document each Client's informed consent (or the consent of a parent or legal guardian for Clients aged 13–17 of a mental health practice, as required) before enabling that Client's use of the Platform, including the AI disclosures described in Section 6 and any consent required before conducting a recorded session; not enroll any Client under 13; and, for a physical therapy practice, enroll only adults, as Section 8 of the Physical Therapy Addendum says;
- Maintain the confidentiality and security of account credentials and limit access to Authorized Users;
- Retain sole responsibility for all clinical assessments, decisions, and treatment;
- Determine whether any billing, coding, or reimbursement (including RTM) is appropriate, and ensure all claims and supporting documentation comply with applicable law and payer requirements;
- Comply with all laws applicable to Clinician's practice, including HIPAA, applicable state law, and the laws governing AI in health care described in Section 6;
- Not submit records subject to 42 C.F.R. Part 2 (federally regulated substance-use-disorder program records) through the Platform; and
- Not use the Platform to provide emergency or crisis services, and not represent to any Client that the Platform is monitored in real time.

5A. Practising Under Supervision

Where Clinician is pre-licensed and practises under the supervision of a licensed clinician, as the law of Clinician's state allows, Clinician names the supervisor in the Platform (name, credential, license number and state, National Provider Identifier, and the dates the supervision runs), and each session is marked as supervised by that supervisor, which Clinician may change for a session. The Platform then names the supervisor as the supervising provider on each claim for Clinician's services, prints “Supervised by” with the supervisor's name, credential and NPI on Clinician's superbills, and names the supervisor in the care-management and remote monitoring consent statements a Client is asked to give; and it refuses to file a claim to Medicare for Clinician's services while Clinician is pre-licensed.

Clinician represents that the supervision meets the law of each state where Clinician practises and each payer's rules, and that each payer billed for Clinician's services accepts claims for them. While a clinic bills insurance for Clinician, the clinic makes that representation for the claims it files, under its Clinic Services Agreement. Otherwise, practising under supervision as Clinician's state requires is Clinician's own responsibility. Psybird relies on what Clinician records and does not verify licenses or supervision. For a physical therapy practice, Section 4 of the Physical Therapy Addendum says how an assistant's part in a visit is marked.

6. AI in Health Care; State-Law Compliance and Availability

A growing number of states regulate the use of artificial intelligence in health care, and several do so specifically for mental or behavioral health care. These laws vary widely, change frequently, and may impose disclosure requirements, oversight requirements, or outright restrictions. Examples as of the Effective Date include Illinois's Wellness and Oversight for Psychological Resources Act, Nevada's AB 406, Utah's HB 452 and SB 226, California's AB 489, AB 3030, and SB 243, Texas's SB 1188 and Business and Commerce Code section 552.051, and Washington's HB 2225, which takes effect January 1, 2027. Some of these laws, including those of Illinois and Nevada, restrict or prohibit the use of AI in therapeutic communication even under professional oversight. Others, including Texas's, require a licensed practitioner to tell each person they treat that AI is used in their care no later than when care is first provided.

Clinician representation and responsibility. Clinician represents and warrants that Clinician has confirmed, and will on an ongoing basis confirm, that Clinician's use of the Platform is lawful in each jurisdiction where Clinician practices and where each enrolled Client is located (including, without limitation, under the state laws on AI in health care described above) before enrolling or continuing any Client there. Clinician is solely responsible for this determination. In particular, Clinician will: (a) maintain the professional oversight applicable law requires, using the Platform only as a supplemental, supportive tool under Clinician's direction; (b) make all therapeutic decisions itself and not rely on the Platform to make independent therapeutic decisions or to generate treatment plans without Clinician's review and approval; (c) supervise the clinical appropriateness of each Client's use; and (d) ensure each Client receives the disclosures required by applicable law, including clear and conspicuous notice that the Client is interacting with AI and not a human. The consent each Client gives in the app states that Psy is an AI; Clinician remains responsible for any disclosure a law requires of Clinician in another form or at another time.

Availability by state. The Platform may not be available or appropriate for use in every state, and Psybird may restrict or condition availability of the Platform by jurisdiction at any time. Clinician's indemnification obligations in Section 13 expressly include claims arising from Clinician's use of the Platform in a jurisdiction where such use is restricted or prohibited.

7. Clinical Responsibility; No Medical or Legal Advice

The Platform is a support tool. It does not diagnose, treat, or make clinical decisions, and it does not practice medicine, psychotherapy, physical therapy, or any licensed profession. Psybird does not provide medical, clinical, legal, billing, or tax advice. All clinical judgment and responsibility for Client care remain solely with Clinician.

8. Product Classification; Remote Therapeutic Monitoring (RTM)

8.1 Product classification. The Platform's client-facing monitoring functions (exercises and plans assigned by Clinician, including physical therapy home exercise programs and the workouts, pain and effort ratings recorded while doing them, symptom and mood check-ins, standardized outcome measures, and the recording and sharing of that self-reported information with Clinician) are software intended to help Clients with a diagnosed mental or behavioral health condition, or with a condition for which a physical therapist is treating them, maintain the skills and carry out the exercise programs Clinician has assigned, and to communicate self-reported information to Clinician. Psybird understands these functions to fall within the definition of a device in section 201(h) of the Federal Food, Drug, and Cosmetic Act and within the categories of low-risk software functions for which FDA has stated it does not intend to enforce premarket review, registration, or listing requirements (FDA, *Policy for Device Software Functions and Mobile Medical Applications*, including software that helps patients with diagnosed psychiatric conditions maintain behavioral coping skills and self-manage their condition without providing specific treatment suggestions, and software that uses video to motivate patients to do their physical therapy exercises at home). Psybird has not been cleared or approved by FDA. Psybird makes no representation that any payer, Medicare Administrative Contractor, or auditor will accept the Platform as a qualifying device for any service, and Clinician is responsible for that determination. The conversational assistant (Psy) is a Clinician-configured support feature, is not a treatment, and is not part of the monitoring functions. Scheduling, messaging, video, notes, and billing tools are administrative functions.

8.2 What the Platform provides. The Platform records Client engagement with assigned exercises, check-ins, and outcome measures, counted as distinct calendar days on which the Client completed at least one assigned item (“engagement days”); measures time Clinician spends working a Client's record in the Platform and on calls placed through it, and logs messages Clinician sends; and produces reports and exports Clinician may use as documentation. For a mental health practice, conversations with Psy and

direct messages are never counted as engagement days; for a physical therapy practice, Section 7 of the Physical Therapy Addendum says which typed messages may be listed as data days. Codes, thresholds, and payment amounts the Platform displays are informational only, reflect Psybird's reading of published CPT descriptors and Medicare national payment amounts, and may be incomplete, outdated, or inapplicable to a payer, locality, or license type. Reports attested in the Platform are attested by Clinician, not by Psybird.

8.3 Clinician's billing responsibilities. Clinician is solely responsible for: (a) determining whether Clinician's license type may bill RTM or any other service under each payer's rules; (b) determining whether the Platform, as used with a particular Client, satisfies that payer's device, ordering, consent, data, time, and interactive-communication requirements; (c) ordering the service, documenting medical necessity, and obtaining Client consent before monitoring begins; (d) personally performing, or supervising as the payer permits, and documenting the setup and education, data review, and treatment-management work; (e) selecting codes and units, verifying eligibility and coverage, and submitting accurate claims; (f) collecting any Client cost-sharing; and (g) retaining reports and supporting records for the period the payer requires. Where Clinician has enabled insurance billing, Psybird transmits eligibility inquiries at Clinician's direction, and transmits claims to payers through a health care clearinghouse as Section 8B provides: most when Clinician sends them, and the four described in Section 8B.2A without a further action by Clinician, on Clinician's standing authorization. In doing so Psybird acts solely as Clinician's agent for transmission, with no authority and no duty beyond the transmissions and receipts Section 8B describes. Psybird receives payer acknowledgments, claim status and remittance advice on Clinician's behalf. Psybird does not determine medical necessity, coverage or billability, does not guarantee acceptance or payment of any claim, does not receive or hold payer funds, and does not provide billing, coding, legal, or regulatory advice; what the Platform derives on a claim, and what Clinician chooses, are set out in Section 8B.4A. Clinician remains solely responsible for the accuracy and completeness of every claim, including every claim Psybird transmits under Section 8B.2A, for meeting each payer's timely-filing and documentation requirements, and for responding to payer requests, denials and audits. Illustrative reimbursement figures Psybird publishes are estimates that vary by payer, eligibility, coding, documentation, and utilization.

8A. Client Billing, Payments, and Good Faith Estimates

What Psybird does and does not do with money. The Platform's client-billing features record what Clinician's clients owe Clinician and what they have paid. **Psybird does not receive, hold, transmit, or exercise control or authority over Clinician's client funds at any time.** Where Clinician connects a payment processor, the processor is the licensed party, the connected account is Clinician's own, charges settle directly into it, and Psybird takes no fee, commission, or other deduction from any client payment. Psybird is not the processor of record and is not a party to the payment relationship between Clinician and a client.

Disputes, chargebacks, and refunds arising from client payments are between Clinician, the client, and the processor. Amounts disputed or refunded, and any associated fees, come from Clinician's connected account.

Clinic arrangements. While Clinician's clinic bills insurance for Clinician (Section 3C), the clinic also works the billing of Clinician's Clients: the clinic may set the prices Clinician's services are billed at, and its people charge Clients' saved cards, ask Clients for cards, record payments, waive balances, give refunds and send Clients superbills of their paid sessions in the clinic's conversation with them. Clinician sees that billing in the Platform and can tell the clinic about it there, and does not charge, refund or waive, unless the clinic lets Clinician take payments for it: then Clinician may charge Clinician's Clients' saved cards on the clinic's account (only while the clinic takes card payments), ask them for cards and record payments taken outside the Platform. Each such payment is the clinic's, collected for the clinic, and is marked as taken by Clinician;

refunds, waivers and everything else stay the clinic's. Clinician's attendance mark on a session still creates that session's charge. Where the clinic takes Clinician's clients' card payments, the charges are made on the clinic's own Stripe account under the clinic's statement name, and Clinician authorizes the clinic to collect those payments for Clinician. How the clinic accounts to Clinician for those payments is between Clinician and the clinic; Psybird does not split, route or pay out any part of them. The clinic pays its own workforce outside the Platform: Psybird may calculate, from pay rules the clinic sets, what Clinician earned in a period, as a convenience to the clinic, and pays no one. The Platform shows Clinician the clinic's details on a tab of its own and, where the clinic shares a closed pay period's statement with Clinician, Clinician's own statement for that period: the pay rule, the sessions held with their dates and service codes, the money collected, the earnings, any adjustment lines and the total, and never a Client's name, another clinician's statement or the clinic's totals. A late payment, a payer's take-back, a refund or another change for a session in a closed period appears on a later statement as a line of its own. If the clinic stops sharing a period, Clinician no longer sees it in the Platform, and a copy Clinician already saved stays Clinician's. Psybird still takes no fee, commission or deduction and is not in the flow of funds. A refund or dispute of a payment is handled on the account that took it, so a payment Clinician's own account took before the clinic began taking card payments is refunded by Clinician, from Clinician's own Stripe account, and not by the clinic. When collection moves between Clinician's account and the clinic's, the saved cards are cleared and clients are asked again, because a card cannot move between accounts.

Card on file. When a Client saves a card, the page where it is saved shows, above the button that saves it, this authorization, in which {Holder} is the account holder whose Stripe account takes the card (Clinician or, while it takes card payments for Clinician, Clinician's clinic) and {contact} is the contact that account holder saved in the Platform: “By saving this card, you allow {Holder} to keep it on file and charge it, in US dollars, for each session you have and for a missed session or late cancellation under {Holder}'s financial policy. The amount is not fixed and can differ each time. You'll get a receipt for each charge. If these terms change, {Holder} will tell you before the next charge. To ask about a charge, change or remove this card, or take back this permission, contact {Holder} at {contact}.” Where the account holder has saved no financial policy or no contact, the authorization leaves out the link to the policy or the contact. The authorization never names Psybird, and Psybird keeps the words the Client saw with the card's record. The account holder is responsible for honoring it, including telling the Client before the next charge when its terms change.

Financial policy. The authorization's words “financial policy” link to a page Psybird hosts, reached only through the Client's own card link, which shows the account holder's name, the financial policy and the contact the account holder saved in the Platform, and never the Client's name. Clinician writes Clinician's own financial policy, starting, if Clinician wishes, from the sample Psybird provides; the sample is a starting point only, is not legal advice, is not tailored to Clinician's jurisdiction or practice, and should be reviewed with Clinician's own counsel before use. Rates, late-cancellation and no-show terms, when a card is charged, and refunds are matters between Clinician and the Client, which the policy and Clinician's own agreement with them address.

Receipts, and a declined charge. Stripe emails the Client a receipt for every charge and every refund on a saved card, in the account holder's name, to the email address Stripe holds for that card (Section B3A(c) of Part B). Psybird itself emails Clients nothing about money. When a charge is declined, nothing is sent to the Client automatically: the Platform shows the decline as needing attention, and whether and how to ask the Client to pay another way is the account holder's choice.

Medicaid. Where a Client's insurance is marked as Medicaid, which the Platform does by itself only where the payer is plainly a Medicaid program and which Clinician may change, the Platform charges that Client no fee for a missed session or a late cancellation unless Clinician removes the mark, and files that Client's claims to the plan billed first as Medicaid claims, except a claim to Original Medicare or one whose filing type Clinician sets by hand. Whether such a fee may be charged under the Client's program, and whether a

claim's filing type is right, remain Clinician's determination.

Good Faith Estimates. The Platform can generate a Good Faith Estimate from information Clinician supplies, keep track of when an estimate has gone out of date, and produce a replacement. **The obligation to furnish a Good Faith Estimate rests on the convening provider under 45 C.F.R. § 149.610 and remains Clinician's regardless of what generated the document.** Psybird does not deliver estimates to clients and makes no representation that use of the Platform achieves compliance with the No Surprises Act or any other law. Clinician is responsible for reviewing each estimate before it is provided, for furnishing it within the timeframes the rule requires, and for the notice obligations the Platform does not address, including posting notice of the availability of Good Faith Estimates on Clinician's public website and prominently in Clinician's office, and stating it orally when scheduling or when cost of care is discussed.

Retention of estimates. A Good Faith Estimate is retained as part of the record for six years. Psybird retains estimates outside the client record for that reason, so that removing a client does not remove the estimate.

8B. Claims Transmission Through a Clearinghouse

8B.1 Authorization. Where Clinician enables insurance billing for a Client, Clinician authorizes Psybird, and the health care clearinghouse Psybird engages (currently Stedi, Inc.), to transmit to payers on Clinician's behalf the eligibility inquiries Clinician requests and the claims described in Sections 8B.2 and 8B.2A, to transmit the corrections and voids Clinician requests, to receive on Clinician's behalf payer acknowledgments, claim status responses and electronic remittance advice, and to prepare, submit and, where a payer permits, sign transaction-enrollment forms in Clinician's name using the information Clinician provides. Clinician remains solely responsible for completing any registration a payer requires of the provider directly, including Medicare enrollment (PECOS), the Medicare EDI enrollment and authorization of Psybird's clearinghouse as Clinician's vendor, and Medicaid provider registration, and for keeping them current.

8B.1A Medicare and Medicaid electronic filing. Clinician must sign the Medicare EDI Enrollment Form with each Medicare Administrative Contractor before Psybird or its clearinghouse transmits anything to that contractor on Clinician's behalf, and must sign a separate Electronic Remittance Advice enrollment form with each contractor from which Clinician will receive remittances electronically. Where the clearinghouse through which Clinician's claims are transmitted changes, whether at Clinician's choice or Psybird's, Clinician must notify each affected contractor in writing and in advance, as Medicare requires; Psybird will give Clinician at least thirty (30) days' notice before changing clearinghouse.

Medicare treats Clinician's own EDI access number and password as Clinician's electronic signature, and holds Clinician liable for anything done with them. Psybird will never ask Clinician for those credentials, or for a payer portal login, and will not accept, store or use them. Clinician must not give them to Psybird or to Psybird's clearinghouse.

8B.2 Clinician's certification. Clinician's action to send a claim in the Platform is Clinician's electronic signature on that claim. Those actions are: tapping Submit on a claim; completing a session with the confirmation to file its claim left ticked; signing a monthly report that is set to file its claim; requesting a correction or a void; and filing a claim with a Client's second health plan. By any of them, Clinician certifies that the services were furnished as described, that the claim is true, accurate and complete, that the supporting documentation exists in the record, and that Clinician is entitled to bill each code, modifier and unit claimed. While a clinic bills insurance for Clinician (Section 3C), those actions are the clinic's, and Clinician takes none of them.

Every claim Psybird transmits also carries four statements to the payer that the standard claim format states as codes rather than as sentences: that a provider signature is on file, that Clinician accepts assignment of

the claim, that the Client has assigned benefits to Clinician, and that the Client has authorized the release of the medical information the payer needs in order to decide the claim. Psybird sets those four on every claim it sends, and on the coordination of benefits block of every claim to a second plan. By enabling insurance billing for a Client, Clinician represents that all four are true for that Client and that payer: that Clinician accepts assignment with that plan, and that Clinician holds, or has obtained through the Platform, that Client's signed assignment of benefits and signed authorization to release information. The Platform provides a document rail on which Clinician may send a Client an assignment of benefits and an authorization to release information for signature, and records the signature and its date on the Client's Documents tab. Psybird does not otherwise obtain, verify or hold either of them, and holding them is Clinician's responsibility. Where any of the four is not true for a Client or a payer, Clinician must not enable insurance billing for that Client in the Platform: the Platform has no setting that turns any of the four off.

8B.2A The claims Psybird sends without a further action by Clinician. Most claims leave the Platform when Clinician sends them. Four do not. Clinician authorizes Psybird to send each of the following without a further action by Clinician, on the standing authorization in this Section:

(a) a claim the Platform was holding because the payer enrollment for that payer was not yet live, once that enrollment goes live;

(b) a claim to a Client's second health plan, where the Client's record lists one, after the first plan's remittance arrives, built from the services on the claim Clinician approved and from what the first plan paid, adjusted and left to the Client;

(c) a correction of a claim under (b), where the first plan takes its payment back and then answers the claim again; and

(d) a repeat attempt at (b) or (c) where the first attempt failed to reach the clearinghouse.

A scheduled job runs about every two hours and sends (a), (c) and (d). Claims held under (a) are also released whenever Clinician opens a page in the Platform that lists payer enrollments or, while a clinic bills insurance for Clinician, whenever someone at the clinic opens the page that lists the clinic's.

What Clinician's certification covers, and what it does not. Each of these four is built from a claim Clinician sent or a monthly report Clinician signed. Clinician's certification under Section 8B.2 is a certification of the services, codes, units and supporting documentation as Clinician approved or signed them. It is not a certification of a change the Platform made afterwards to a claim Clinician has not seen, and Psybird does not represent to any payer that Clinician reviewed a claim at the moment it was sent. Section 8B.4B still makes Clinician responsible for the accuracy of every claim sent from Clinician's practice, and Clinician can review every claim Psybird has sent, with its lines, its diagnosis codes and its identifiers, on the Insurance tab.

How Clinician stops one of these claims. Any of the following, done before the claim is sent, stops it. Clinician should expect the claim to go otherwise.

- Setting that Client's claims to be filed outside the Platform stops every claim in this Section for that Client, except one Clinician had already sent by hand and the Platform was holding for an enrollment; that one still goes. Every other claim for that Client is returned to Clinician as one for Clinician to file.
- Recording the Client's self-pay restriction under Section 8B.5 stops every claim and every coverage check for that Client.
- Turning insurance billing off for the Client stops a claim for a session. For a claim covering a whole month of monitoring or care management, the Platform asks whether the Client was insured **during that month**, so turning the switch off today does not stop a claim for a month Clinician has already signed. For those, use the self-pay restriction, filing outside the Platform, or turning the practice's insurance

billing off.

- Turning the practice's insurance billing off stops all of them.
- Removing the attendance mark from the session a claim covers deletes that claim.
- Removing the second plan from the Client's record, or marking it as a plan the first payer forwards the claim to itself (a crossover), stops the claim to that plan. Psybird sends no claim to a plan marked as a crossover.

The Platform also holds a claim of its own accord, and does not send it, while the Client has not connected their account, while the practice's claim identifiers have not been approved for filing to real payers, where the first plan paid in full and left nothing for a second plan to consider, and where a claim to a second plan no longer matches the claim it was built from. In each case the claim waits in the Platform with the reason on it.

A held claim is built again when it goes. A claim held under (a) is built again from the Client's record as it stands on the day it is sent, not as it stood on the day Clinician approved it. A diagnosis, a fee, an address or a billing identifier that Clinician corrected in the meantime is what reaches the payer. This is deliberate: a claim frozen on the day it was held would carry the mistake Clinician had already fixed. It also means the claim the payer receives may differ from the claim Clinician saw.

Withdrawing this authorization. Clinician may withdraw this authorization for a Client at any time, by setting that Client's claims to be filed outside the Platform; the Platform then builds each claim as a draft for Clinician to send. Clinician may withdraw it for the whole practice by turning insurance billing off. Withdrawal takes effect for claims not yet sent.

8B.3 What Psybird undertakes. Psybird will transmit approved claims using the standard transactions and code sets required under 45 CFR Part 162; will make payer responses available to Clinician in the Platform as received; will retain claim, response and remittance records for the period in the Retention & Disposal Schedule and include them in Clinician's export; and, as Clinician's agent for electronic claims, agrees to meet the same Medicare security and privacy requirements that apply to Clinician. Clinician has unrestricted access to every claim submitted on Clinician's behalf.

8B.3A The record Clinician should keep. Section 8B.3's undertaking, that Psybird as Clinician's agent for electronic claims will meet the same Medicare security and privacy requirements that apply to Clinician, is the agreement Medicare requires a provider to hold from a billing agent or clearinghouse before that agent may exchange electronic transactions on the provider's behalf. Medicare does not want a copy; the provider keeps it. Clinician should retain a copy of this Agreement for that purpose. Psybird retains Clinician's acceptance record and will supply a copy on request.

8B.4 What Psybird does not do. Psybird does not receive, hold or forward payer funds, and no benefit is assigned or reassigned to Psybird. Psybird will not enter, change or delete a procedure code, a modifier, a unit count or a diagnosis code on a claim, other than as Section 8B.4A describes and as Clinician has directed through the Platform's own settings and fields. Psybird does not decide medical necessity, does not decide coverage, does not decide whether Clinician's license type may bill a code, does not respond to payers on Clinician's behalf beyond the transmissions and receipts in Sections 8B.1 and 8B.2A, and does not guarantee that any claim will be accepted or paid, or paid within any time. Payer denials, requests for records, audits, appeals and recoupments are Clinician's to answer.

8B.4A What the Platform derives, and what Clinician chooses. Clinician is responsible for every code, modifier, unit, diagnosis code, date of service and charge on every claim, however it was proposed or assembled, and for reviewing the codes on a claim before approving it. The Platform derives the following from the Client's record, from documents Clinician signed, and from settings Clinician controls:

(a) **Place of service and the telehealth modifier, from the kind of appointment.** An appointment marked Online is billed as place of service 10 with modifier 95. An appointment marked Phone is billed as place of service 10 with modifier 93. Any other appointment is billed as place of service 11. Place of service 10 tells the payer the Client was **in their home**. The Platform does not ask where the Client was, so where a Client attended a video or phone session from somewhere else, Clinician is responsible for correcting the claim. For a physical therapy practice, the Platform files no claim for a phone visit, adds modifier 95 to a video visit, and refuses a video visit claim to Original Medicare on and after the date Medicare stops covering telehealth by physical therapists; every payer's telehealth rules remain Clinician's to confirm. Where the practice is a seat in a clinic and a session took place at one of the clinic's offices, the Platform names that office's address on the claim as the place the service was provided when it differs from the claim's billing address.

(b) **The standardized-measure line (96127), where Clinician has turned that setting on.** The Platform adds one line for each standardized questionnaire the Client scored that day, up to three in a day, at the rate on Clinician's billing profile or, where Clinician has set none, at Psybird's own default rate. Psybird decides which questionnaire titles it recognizes as standardized instruments.

(c) **The monitoring and care-management lines**, expanded from the monthly report Clinician signed into the codes and units the range Clinician attested calls for. The Platform never recomputes them from the underlying log.

(d) **The charge for an insured session**, which is the practice's standard fee rather than the Client's own rate or sliding-scale placement.

(e) **The descriptor text the Platform prints beside each code**, which is Psybird's reading of published descriptors and may be incomplete, outdated, or inapplicable to a payer or a license type.

(f) **For a mental health practice, the procedure code for a session, where the Client's record carries none.** The Client's Billing tab offers a default session code, and shows 90837, sixty minutes of psychotherapy, as the choice until Clinician changes it. **Where Clinician has never saved a choice for a Client, the Platform bills every session for that Client as 90837.** Clinician is responsible for that code as for every other on the claim. Clinician should open each insured Client's Billing tab and set the code that matches the sessions actually furnished before the first claim for that Client is sent, and should review the codes on every claim before approving it.

(g) **For a physical therapy practice, the codes and units for a visit.** They come only from the visit Clinician records; the Platform never supplies a default code for a physical therapy visit. It suggests units from the timed minutes Clinician enters, using the method Clinician chose for that payer (for Original Medicare, units from the total timed minutes), and Clinician may change them. It adds modifier GP to every physical therapy line, adds KX only where Clinician has recorded that the Client passed the year's therapy threshold, and never adds 59 or XU by itself. It adds modifier CQ to a line Clinician marks as one a physical therapist assistant furnished in part or in whole (more than 10 percent of it), and then prints “Assisted by” with the assistant's name and credential on the Client's superbill. Where Clinician has turned visit billing off, the Platform files no visit claim at all.

(h) **The supervising provider.** Where Clinician is pre-licensed and has named a supervisor (Section 5A), the supervisor's name and NPI as the supervising provider on each claim, from the supervisor marked on the session; and no claim to Medicare for Clinician's services.

Two settings that are off unless Clinician turns them on cause the Platform to leave a billable line off a claim: the monitoring device-supply line, and care management in a month that already carries monitoring treatment management. While either is off, the Platform says on the claim that it left the line off and why. Turning them on is Clinician's determination, as is the date of service the Platform uses for a monthly claim.

8B.4B Responsibility for what a claim says. Clinician is solely responsible for the accuracy and truthfulness of every claim sent from Clinician's practice, including every claim Psybird sends under Section 8B.2A, and will hold Psybird harmless for a false or defective claim, except that for a claim a clinic files under Section 3C, Clinician is responsible for the services and the documentation it is built from and the clinic for the claim it certifies. Psybird takes no responsibility for the accuracy or truthfulness of a claim, except that Psybird is responsible for transmitting what the Platform assembled from Clinician's record and settings as Section 8B describes.

Clinician will promptly report suspected fraud, waste or abuse to the authority responsible for it, and will cooperate with any agency charged with preventing, identifying, investigating, sanctioning or prosecuting suspected fraud, waste or abuse in a state or federal health care program. Insurance fraud is a federal crime.

8B.5 Restrictions requested by Clients. Where a Client has paid in full out of pocket for an item or service and has asked that it not be disclosed to their health plan, Clinician must honor that request as 45 CFR 164.522(a)(1)(vi) requires and must record it in the Platform, which will then prevent any claim or eligibility inquiry for that Client from being transmitted until Clinician records that the restriction has ended.

8B.6 Fees for claims. Psybird charges a flat fee for each claim it transmits for Clinician, in the amount stated in Section 3 and counted as Section 3A describes. Psybird's fee for connected Clients is in Section 3, is the same for every Discipline, and is the same whether or not a Client is billed to insurance.

The claim fee is the same for every Client and every claim. It does not vary with the health plan or program the Client is covered by, with whether the payer is a federal health care program, with the codes on the claim, with the amounts billed or the amounts collected, with whether a claim is paid or denied, or with whether the Client came to Clinician through Psybird's referral service. Psybird charges no percentage of any amount billed or collected and takes nothing out of what a payer pays Clinician.

What Psybird receives from others. Psybird receives no commission, rebate, revenue share or other payment from any payer, from any clearinghouse, or from anyone else for filing Clinician's claims or for anything on them. Psybird pays the clearinghouse for the transactions it sends and receives. The clearinghouse's own published prices to Psybird fall in graduated tiers as Psybird's total volume grows, so what Psybird pays for a transaction may decrease; that is a discount on Psybird's own costs and is never a payment to Psybird, and it does not change what Clinician is charged.

Psybird charges no fee for a claim it refuses to transmit, for a claim that never reached the payer, for a void, for a claim sent to the clearinghouse's test payers, or for a claim Clinician filed outside the Platform. A correction, a resubmission, and a claim to a Client's second plan are each a filing of their own and carry their own fee. Psybird charges nothing for eligibility and benefit checks, for receiving acknowledgments, claim status responses or remittance advice, or for posting payments, and bears the clearinghouse's own transaction costs for all of them.

Nothing in this Agreement requires or is conditioned on Clinician referring any client, item or service to Psybird or to anyone else, and neither Psybird nor anyone acting for Psybird pays or receives anything for a referral. Psybird's referral service does not rank, place or prioritize any Clinician by what that Clinician pays Psybird, and Psybird accepts no payment for placement. The fees in this Agreement are Psybird's published prices and are the same for every customer.

While the practice is a seat in a clinic, a request for care the referral service offers Clinician may also be read and answered for Clinician by the clinic's owners and the people it allows to work its front desk, who may reply, pass it or start the new Client's intake. The first reply sent, Clinician's or the clinic's, is the one that counts. The clinic's reply goes out from Psybird by email under the clinic's name, naming Clinician, and a request the clinic passes returns to the referral service, which may offer it to a clinician outside the clinic.

Enabling or disabling insurance billing for a Client does not change the monthly fee for that Client: there is one Client price. Psybird alone changes no Client's insurance-billing setting.

8B.7 What Psybird does when something looks wrong; suspension. Where Psybird identifies a claim it has transmitted, or is asked to transmit, that appears inaccurate, duplicated or unsupported, or identifies from a remittance an amount that appears to have been overpaid, Psybird will notify Clinician in the Platform, and by email to the practice owner's account address, within thirty (30) days of that determination, with the claim-specific detail and the reason, and will not transmit the claim in question until Clinician confirms it.

Whether an overpayment exists is Clinician's determination, and reporting and returning it within the period the program requires is Clinician's obligation. For Medicare and Medicaid that period is sixty (60) days from identification under 42 U.S.C. section 1320a-7k(d). Psybird does not make that determination and does not return funds.

Psybird may suspend transmission for a Practice while a payer or government inquiry into that Practice's claims is pending, or where Psybird reasonably believes claims are being submitted in violation of this Agreement, and will say so in writing. Suspension does not relieve Clinician of any obligation to a payer.

9. Artificial Intelligence; Nature and Limitations

The Platform uses artificial-intelligence technology, served through our cloud provider's AI service within Psybird's HIPAA-covered infrastructure, to generate supportive, conversational responses and to support exercises, summaries, and transcription. AI systems can produce output that is inaccurate, incomplete, or inappropriate. The Platform's output is not medical advice and must not be relied on as a substitute for professional judgment. Clinician is responsible for supervising the clinical appropriateness of the Platform's use with each Client.

9A. Practice Documents

Clinician may upload documents about the practice to the Platform, for example its policies, its intake paperwork, its fee schedule or Clinician's license. Psybird stores them with the practice and gives their text to Psy so that it can answer questions about them. Psy reads them only in conversations with Clinician and, while the practice is a seat in a clinic, with the people at the clinic who use Psy; it never shares their contents with a Client and never uses them in a Client's conversations. While the practice is a seat, the clinic may add documents to the practice, which the Platform marks “Added by your clinic”; from then on they are Clinician's to rename, reclassify or remove, and only Clinician removes a document from the practice. Clinician is responsible for having the right to upload each document and for what it contains. Client records belong in the Client's file, not among the practice documents.

10. Data, Privacy, and Retention

Psybird's handling of Client information is governed by Part B (for Protected Health Information), Psybird's then-current privacy policy and, where applicable, its Washington Consumer Health Data Privacy Policy, and Psybird's Data Retention & Disposal Schedule. The Platform retains conversational context on a limited basis and maintains separate engagement and activity records to support documentation and export. Psybird does not use Client conversations to train publicly available AI models.

How Psy is put together, and what it keeps. Psy for a Client is put together on Psybird's servers from the Client's record as Clinician set it (the plan, the intake, Clinician's corrections and standing risks), the summaries of the Client's earlier chats, what Psy remembers about the Client and the chat so far; Clinician's private notes are never part of it. Psy for Clinician is put together on Psybird's servers from what Clinician's device sends with each question, and acts only through cards Clinician taps: nothing is written or sent

without Clinician's tap. With each question Psy is told the date and time on the practice's or the Client's clock, which is not stored. Psybird stores each message a Client and Psy exchange, with the time it was said, with the Client's record in the practice, beside the summaries Clinician reads, for as long as that record is kept; a transfer moves the record and the summaries, and the stored messages stay with the practice the Client left. A Client's chat ends by itself after six hours with no new message, as if the Client had ended it: its summary and any flags go to Clinician, and what Psy should remember about the Client is kept in the Client's own record, which the Client can read. When a conversation with Psy, Clinician's own or a Client's, grows long, or Clinician presses Compact in Clinician's own, Psybird's servers have the same AI model write a summary of its older messages, kept with the conversation in the practice's data, which Psy reads in their place; whoever may read the conversation may read the summary, and it is deleted with the conversation and with the practice. Everyone still sees every message of their own conversation, and a Client's messages about harm or a crisis are always kept word for word for Psy; a Client's own view of the chat does not change, and Clinician's view of it shows where earlier messages were summarized for Psy. A long file Clinician gives Psy, and a long result of one of Psy's own lookups, may be kept on Psybird's servers for that conversation so that Psy can search it; only Clinician's Psy, in that conversation, reads it, and it expires 24 hours after it was kept and is then deleted, sooner when the conversation is summarized or deleted, and with the practice.

Infrastructure and subcontractors. Psybird's Platform, data storage, and AI processing run on Google Cloud under an executed Business Associate Agreement between Psybird and Google. Where Clinician enables insurance billing, claims, eligibility inquiries, claim-status responses and remittance advice pass through the health care clearinghouse Psybird engages, currently Stedi, Inc., which receives Protected Health Information as Psybird's Subcontractor as described in Section 8B and in Section B2 of Part B. Video and voice calls connect directly between the participants and are encrypted in transit; Cloudflare provides the DNS for Psybird's domains and the STUN service the two devices use to find each other, which sees each party's internet address, and, where a direct connection cannot be established, a relay (TURN) that carries encrypted call media it cannot read and does not store. Call content is not stored unless Clinician has Psy take notes from the call. Where Clinician has Psy take notes from a recording, in person or of a call, with the Client's consent, Psybird stores the audio until Psy's draft note is written (if the AI service is busy, for no more than 72 hours after the recording ends) and the transcript until Clinician signs the note (for no more than 30 days after the recording ends), and then deletes them; the draft and the signed note are part of the Client record. Exercise videos and documents Clinician uploads, such as a plan of care, are stored in Google Cloud for Clinician's practice; Psybird converts videos so they play on clients' devices, and uses AI to read an uploaded plan of care and fill in its fields for Clinician to confirm. Stripe, Inc. processes payment of Psybird's own Fees and, where Clinician turns on client billing, operates the account Clinician opens with Stripe to accept card payments from clients; it is not a Subcontractor handling Protected Health Information on Psybird's behalf, for the reasons set out in Section B3A of Part B. The current list of subcontractors, and what each one receives, is the table in Psybird's Privacy Policy, which Psybird updates when the list changes.

10A. What Psybird's Subcontractor Agreements Do and Do Not Cover

Psybird's Subcontractors handle Protected Health Information under written agreements that meet HIPAA's requirements for subcontractors, as Section B2 of Part B requires. Those agreements are between Psybird and the Subcontractor, not between Clinician and the Subcontractor, and their commercial terms are not identical to the commitments Psybird makes to Clinician. Three differences are worth stating plainly.

(a) Timing of breach reports. Psybird reports to Clinician within the period in Section B2 of Part B, measured from Psybird's own discovery. A Subcontractor's own deadline to Psybird may be longer, and may run from the point at which the Subcontractor determines that a breach occurred rather than from when it first learns of an incident. Psybird's obligation to Clinician does not depend on when a Subcontractor

reports: Psybird reports what it knows within its own period and supplements it as more becomes known.

(b) De-identified data. Psybird does not de-identify Client information for its own purposes, and Section B3 of Part B binds Psybird to that. A Subcontractor's own terms may permit it to use information it de-identifies, including in aggregate, for its own purposes. Psybird does not control that term, does not receive such data back, and does not use it.

(c) What Psybird can recover. A Subcontractor's liability to Psybird is limited by its own contract, in some cases to the fees Psybird has paid it, which for clearinghouse transactions is a small amount. Psybird's own liability to Clinician is set out in Section 12 and is not reduced by what Psybird is able to recover from a Subcontractor.

Clinician may ask Psybird at any time which Subcontractors handle Protected Health Information for Clinician's Practice and what each one receives.

11. Warranties and Disclaimers

EACH PARTY REPRESENTS THAT IT HAS THE AUTHORITY TO ENTER INTO THIS AGREEMENT. EXCEPT AS EXPRESSLY STATED, THE PLATFORM IS PROVIDED “AS IS” AND “AS AVAILABLE,” AND PSYBIRD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE PLATFORM WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, OR THAT AI OUTPUT WILL BE ACCURATE. PSYBIRD MAKES NO WARRANTY REGARDING INSURANCE COVERAGE OR REIMBURSEMENT.

12. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR FOR LOST PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY. PSYBIRD'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) THE TOTAL FEES PAID BY CLINICIAN TO PSYBIRD IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR (B) US$100.

These limitations do not apply to a Party's indemnification obligations or any liability that cannot be limited by law.

13. Indemnification

Clinician shall defend, indemnify, and hold harmless Psybird and its officers, members, employees, and agents from and against any third-party claim, and related losses, damages, liabilities, costs, and reasonable attorneys' fees, arising out of or relating to: (a) Clinician's clinical services, decisions, or advice, including the exercise programs, precautions and stop rules Clinician sets and any bodily injury alleged to result from Clinician's care; (b) Clinician's billing, coding, claims, or reimbursement activities, including any RTM claim; (c) Clinician's failure to obtain required Client consent; (d) Clinician's breach of this Agreement or violation of law, including the laws on AI in health care described in Section 6 and any use of the Platform in a jurisdiction where such use is restricted or prohibited; (e) Clinician's unauthorized or improper use of the Platform; or (f) content Clinician uploads, including exercise videos.

14. Intellectual Property

As between the Parties, Psybird owns all rights in the Platform and all related software, content, and materials, excluding Client data and Clinician's own content. No rights are granted except as expressly

stated. Clinician may use exports generated through the Platform for Clinician's lawful professional and documentation purposes.

15. Confidentiality

Each Party may receive confidential information of the other and will protect it with reasonable care and use it only to perform under this Agreement. This Section does not limit either Party's obligations regarding Protected Health Information under Part B. Confidential information does not include information that is public through no fault of the receiving Party, independently developed, or rightfully received from a third party without restriction.

16. General Provisions

Governing Law; Venue. This Agreement is governed by the laws of the State of Washington, without regard to its conflict-of-laws rules. The state and federal courts located in Kitsap County, Washington have exclusive jurisdiction over any dispute arising out of this Agreement, and the Parties consent to that venue.

Independent Contractors. The Parties are independent contractors; nothing creates a partnership, joint venture, agency, or employment relationship.

Assignment. Neither Party may assign this Agreement without the other's prior written consent, except to a successor in a merger or a sale of substantially all assets, on notice.

Severability. If any provision is held unenforceable, the remainder remains in effect.

Entire Agreement; Amendment. This Agreement, including Part B and any schedule, is the entire agreement between the Parties on its subject matter and supersedes prior understandings. It may be amended in either of two ways: by a writing signed by both Parties, or by Psybird publishing a revised version and Clinician accepting it in the app in the manner described under Acceptance and Execution, which the Parties agree is a writing signed by both of them for this purpose. Part B may also be amended as needed to comply with law, as provided in that Part. No other course of dealing amends this Agreement.

Notices. Notices must be in writing. Notices to Psybird go to support@psybird.ai or to Psybird's notice address below; notices to Clinician go to the email address on Clinician's account or as later designated in writing.

Force Majeure. Neither Party is liable for delays or failures caused by events beyond its reasonable control.

Electronic Acceptance; Counterparts. This Agreement may be accepted electronically as described in the Acceptance and Execution section, and may also be executed in counterparts and by electronic signature; electronic acceptance has the same effect as a handwritten signature under the federal E-SIGN Act and applicable state law.

Part B: Business Associate Agreement

This Business Associate Agreement (“BAA”) forms part of the Agreement between Psybird (“Business Associate”) and Clinician / Practice (“Covered Entity”). If any conflict exists between this BAA and the remainder of the Agreement with respect to Protected Health Information, this BAA controls.

Amendment 1 (September 1, 2026). This BAA was amended to add Section B3A (Payment Processing for Client Billing), with conforming changes to Sections 3 and 10 of Part A.

Amendment 2 (September 17, 2026). This BAA was amended to name Business Associate's health care clearinghouse Subcontractor and to provide that no PHI passes through a clearinghouse except under a written agreement satisfying Section B2; to add to the report required by Section B2 the content required by 45 C.F.R. § 164.410(c) and to measure that report in business days; to state turnaround times for Covered Entity's requests under Section B2 and the form and format of an electronic copy; to bound Business Associate's de-identification and secondary use of PHI in Section B3 and to add a notice duty for legal process; and to add Section 10A of Part A, which describes what Business Associate's agreements with its Subcontractors do and do not cover. Acceptance of this version of the Agreement is acceptance of every amendment listed here; the Parties' obligations under the BAA are otherwise unchanged.

Amendment 3 (September 28, 2026). This BAA was amended to rename the Covered Entity party from Therapist to Clinician, and the individuals whose information it concerns from Patients to Clients, throughout, and to apply to physical therapy practices as well as mental health practices. The Parties' obligations under the BAA are otherwise unchanged.

Amendment 4 (October 3, 2026, version 2026-10-03). This BAA was amended to add Section B3B (Disclosure to a Clinic in Which Covered Entity's Practice Is a Seat), which replaces the disclosure of a clinic-billed seat's billing details that version 2026-10-02 of the Agreement added to Section B3: while Covered Entity's practice is a seat in a clinic, the clinic's administrator may see all of Covered Entity's PHI, including PHI from before the practice joined the clinic; Clients may be moved between seats; and the clinic keeps a read-only copy when it removes the seat. The Parties' obligations under the BAA are otherwise unchanged.

Amendment 5 (October 5, 2026, version 2026-10-05). This BAA was amended so that Section B3A(c) lists two further things Business Associate transmits to the processor: with each charge of a saved card, the email address the processor already holds for that card, so that the processor can email the client a receipt; and the authorization shown to the client on the processor's card-saving page, which names Covered Entity and its contact and nothing about the client. Section B3B now provides that the clinic's access is given through the individuals the clinic gives logins to its clinic account, each within the permissions the clinic gives them, that the clinic may file into a Client's record a form the Client signed outside the Platform, and that the clinic's own conversations with Clients are the clinic's records. The Parties' obligations under the BAA are otherwise unchanged.

Amendment 6 (October 7, 2026, version 2026-10-07). This BAA was amended so that Section B3B(e) says that a clinic's conversation with a Client is seen in the clinic's account by a clinician the clinic gives access to it, Covered Entity included, and that a superbill file the clinic sent there is deleted if Covered Entity removes the Client or deletes the practice; and so that Section B5 keeps, on termination, the copy of each connected Client's own file that the Platform keeps for that Client until the Client deletes their login. The Parties' obligations under the BAA are otherwise unchanged.

B1. Definitions

Capitalized terms used but not defined in this BAA have the meanings given in the HIPAA Rules. “HIPAA Rules” means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and

164. “Protected Health Information” or “PHI” is limited to information Business Associate creates, receives, maintains, or transmits for or on behalf of Covered Entity. The terms “Breach,” “Electronic Protected Health Information” (“ePHI”), “Designated Record Set,” “Security Incident,” “Required by Law,” “Subcontractor,” and “Unsecured PHI” have the meanings given in the HIPAA Rules.

B2. Obligations of Business Associate

Business Associate shall:

- Not use or disclose PHI other than as permitted or required by this BAA or as Required by Law;
- Use appropriate safeguards, and comply with the HIPAA Security Rule with respect to ePHI, to prevent use or disclosure of PHI other than as provided by this BAA, including implementing reasonable and appropriate administrative, physical, and technical safeguards;
- Report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which it becomes aware, any Security Incident, and any Breach of Unsecured PHI, without unreasonable delay and no later than ten (10) business days after discovery. A report of a Breach shall include, to the extent known at the time, the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed; a description of what happened, with the date of the Breach and the date of its discovery; the types of Unsecured PHI involved; what Business Associate is doing to investigate, to mitigate harm, and to protect against further Breaches; and any other information then available that Covered Entity is required to include in a notification to an individual under 45 C.F.R. § 164.404(c). Business Associate shall supply further such information promptly as it becomes available. Discovery means the first day on which the incident is known to Business Associate, or by exercising reasonable diligence would have been known to it; where a Subcontractor reports an incident to Business Associate, Business Associate's period runs from Business Associate's own discovery. The Parties acknowledge this provision as notice that unsuccessful Security Incidents (such as routine pings, scans, and failed log-in attempts that result in no unauthorized access, use, or disclosure) occur routinely, and that no additional notice of such unsuccessful incidents is required;
- Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI in violation of this BAA;
- Make reasonable efforts to limit the PHI it requests, uses, and discloses to the minimum necessary to accomplish the intended purpose of the request, use, or disclosure, as 45 C.F.R. § 164.502(b) requires, and review what each feature of the Platform sends to a Subcontractor against that standard;
- In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii), 164.308(b)(2), and 164.314(a)(2)(iii), ensure that any Subcontractor that creates, receives, maintains, or transmits PHI on behalf of Business Associate agrees in writing, before receiving any PHI, to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such PHI, including the applicable requirements of 45 C.F.R. Part 164 Subpart C. Business Associate's hosting, data-storage, and AI-processing Subcontractor is Google Cloud, which operates under such an agreement. Where Covered Entity enables insurance billing, Business Associate's health care clearinghouse Subcontractor, through which the standard transactions described in Section 8B of Part A are conducted and their responses received, is currently Stedi, Inc.; Business Associate shall not create, receive, maintain, or transmit Covered Entity's PHI through any health care clearinghouse except under a written agreement satisfying this Section. The payment processor Covered Entity may connect for client billing is not a Subcontractor of Business Associate, as set out in Section B3A. Business Associate maintains the current list of Subcontractors in its Privacy Policy and will identify them to Covered Entity on request; Section 10A of Part A describes what those agreements do and do not cover;
- Make PHI in a Designated Record Set available to Covered Entity as necessary to satisfy Covered Entity's obligations to provide individual access under 45 C.F.R. § 164.524;

- Make PHI in a Designated Record Set available for amendment, and incorporate any amendments, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526;
- Maintain and make available the information required to provide an accounting of disclosures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;
- To the extent Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of that obligation; and
- Make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Business Associate will act on a request from Covered Entity under the three preceding bullets within ten (10) business days, and sooner where Covered Entity states that a shorter period is needed to meet its own deadline under 45 C.F.R. §§ 164.524, 164.526 or 164.528. Where Covered Entity requests an electronic copy of PHI in a Designated Record Set, Business Associate will provide it in the form and format requested if it is readily producible in that form and format, and otherwise in a readable electronic form the Parties agree on. Where Covered Entity notifies Business Associate of an amendment to a record, Business Associate will incorporate the amendment in the record it maintains and will identify to Covered Entity any copy of that record it holds that the amendment does not reach.

B3. Permitted Uses and Disclosures by Business Associate

Disclosure to a clinic. Where Covered Entity's practice is a seat in a clinic under a Clinic Services Agreement, Business Associate discloses Covered Entity's PHI to that clinic as Section B3B provides.

Business Associate may use or disclose PHI only to perform the services described in the Agreement, as permitted or required by this BAA, or as Required by Law. Business Associate may use PHI for the proper management and administration of Business Associate and to carry out its legal responsibilities, and may disclose PHI for such purposes only if the disclosure is Required by Law, or Business Associate obtains reasonable written assurances from the recipient that the PHI will be held confidentially and used or further disclosed only as Required by Law or for the purpose for which it was disclosed, and the recipient notifies Business Associate of any breach of confidentiality. Business Associate may provide data aggregation services relating to the health care operations of Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), at Covered Entity's request.

De-identification and secondary use. Business Associate does not de-identify PHI for its own purposes. Business Associate may de-identify PHI only in accordance with 45 C.F.R. § 164.514(b) and only where doing so is necessary to perform the services described in the Agreement or where Covered Entity directs it in writing. Business Associate shall not use or disclose PHI, or information de-identified from PHI, to develop, train, fine-tune or evaluate any machine-learning or artificial-intelligence model, or for research, product development, benchmarking, marketing, or sale. Business Associate shall require the same of each Subcontractor with respect to the PHI Business Associate sends it; Section 10A of Part A describes the one term Business Associate does not control.

Legal process. Where Business Associate receives a subpoena, court order, or other legal process seeking Covered Entity's PHI, Business Associate shall notify Covered Entity promptly and, unless notice is prohibited by law, before disclosing, so that Covered Entity may seek a protective order or otherwise respond, and shall disclose only what the process requires.

B3A. Payment Processing for Client Billing

(a) Billing Records. Where Covered Entity turns on the Platform's client-billing features, Business Associate maintains on Covered Entity's behalf a ledger of what Covered Entity's clients owe and have paid, together with statements, Good Faith Estimates, and related records (“Billing Records”). Billing Records identify individuals and relate to payment for health care; they are Protected Health Information under this BAA and part of Covered Entity's Designated Record Set. Business Associate makes them available under Section B2, includes them in the export described in Section 4A of Part A, keeps them available for the term of the Agreement including after a client is removed from Covered Entity's roster, and returns or destroys them under Section B5 on termination.

(b) The processor is Covered Entity's, not Business Associate's. If Covered Entity elects to accept card payments, Covered Entity opens and holds its own account with Stripe, Inc. (or a successor processor the Platform supports) under that processor's agreement with Covered Entity. Charges are made on that account, settle into it, and are refunded, disputed, and charged back through it. Consistent with Section 8A of Part A, Business Associate does not receive, hold, transmit, or control client funds, takes no fee or other deduction from client payments, and is not the merchant of record.

(c) What Business Associate sends to the processor. To create a card-saving link, to charge a saved card, or to refund a charge, in each case on Covered Entity's instruction or under a schedule Covered Entity has turned on, Business Associate transmits to the processor only: the amount and currency; a random reference that Business Associate generates and that encodes nothing about the individual, the service, or its date; the processor's own identifiers for Covered Entity's account, for the client's stored payment method, and for the payment being refunded; with each charge of a saved card, the email address the processor already holds for that client's stored payment method, which the client gave the processor when saving the card and which Business Associate reads back from the processor at the time of the charge and does not store, so that the processor can email the client a receipt; for the card-saving page, the authorization the client is shown there, which names Covered Entity and the contact Covered Entity saved and nothing about the client; and, when the account is opened, Covered Entity's own business information (legal or registered name, business address, phone, website, and the statement descriptor Covered Entity selects). Apart from that email address, Business Associate does not transmit a client's name, contact details, dates of service, diagnoses, notes, or any other clinical information to the processor, and does not use a client's name or a date of service in any identifier it supplies to the processor. The Parties agree that this is the minimum necessary to accomplish the payment and its receipt.

(d) Cardholder data. Card numbers, expiry dates, and security codes are entered by the client directly into a page hosted by the processor. Business Associate never receives, processes, stores, or transmits cardholder data. Of the saved payment method it stores only the processor's identifiers, the card brand, and the last four digits, and of each charge and refund the amount, date, status, and, where the processor reports it, the processing fee.

(e) The statement descriptor. The descriptor Covered Entity selects for its account appears on its clients' card statements and may be read by anyone with access to those statements. Covered Entity selects the descriptor and is responsible for its content. The Platform proposes the practice name, allows Covered Entity to choose a neutral name instead, and will not process a charge whose descriptor is the client's own name.

(f) Reliance on the payment-processing provisions of HIPAA. Section 1179 of HIPAA (42 U.S.C. § 1320d-8) provides that HIPAA's requirements do not apply to an entity engaged in authorizing, processing, clearing, settling, billing, transferring, reconciling, or collecting payments for health care, with respect to those activities, including payment by credit or debit card; and a covered health care provider's disclosure of information for billing and collection is a disclosure for payment under 45 C.F.R. §§ 164.501 and 164.506(c). On that basis, and because the processor's relationship is with Covered Entity as account holder: (i) the processor is not a Subcontractor of Business Associate under this BAA and Business

Associate does not maintain a business associate agreement with it; (ii) the transmissions described in paragraph (c) are made on Covered Entity's behalf as disclosures for payment, limited as described there; and (iii) the processor's handling of what it receives, including cardholder data, is governed by the processor's agreements with Covered Entity and with the client, not by this BAA. Covered Entity confirms that its Notice of Privacy Practices permits disclosures for payment. If applicable law or agency guidance changes such that an agreement of a different kind with the processor becomes necessary, the Parties will address it under the Amendment provision of Section B6; Covered Entity may switch client billing off at any time without affecting the remainder of the Agreement.

(g) Security Incidents and availability. Business Associate's reporting obligations under Section B2 apply to the Billing Records it maintains. Incidents affecting Covered Entity's processor account are the processor's to report to Covered Entity under their agreement; Business Associate will pass on to Covered Entity any such notice it receives through the Platform's integration. Card processing depends on the processor and on Covered Entity's standing with it; the ledger continues to function for payments recorded by hand whether or not a processor is connected.

(h) Retention after handoff. Covered Entity is responsible for retaining exported Billing Records for as long as its professional, tax, and legal obligations require, as provided in Section 4A of Part A.

B3B. Disclosure to a Clinic in Which Covered Entity's Practice Is a Seat

(a) Access while a seat. While Covered Entity's practice is a seat in a clinic under that clinic's Clinic Services Agreement, Covered Entity directs Business Associate to make all of Covered Entity's PHI that the Platform holds available to the clinic, including PHI created or received before the practice became a seat, through the individuals the clinic gives logins to its clinic account, each within the permissions the clinic gives them, and to let them do in the practice what Section 3D of Part A describes, including filing into a Client's record a form the Client signed outside the Platform. Business Associate records each time one of them opens Covered Entity's practice. The clinic is responsible for whom it gives a login and for what each of them does. The access ends when the practice stops being a seat.

(b) Moves between seats. While the practice is a seat, Covered Entity directs Business Associate to copy a Client's PHI to another seat in the same clinic when the clinic moves that Client, as Section 3D of Part A describes.

(c) The clinic's kept copy. When the clinic removes the seat, Covered Entity directs Business Associate to keep for the clinic a read-only copy of the PHI of every Client of the practice as it stood on the day of removal. From then on Business Associate holds that copy for the clinic, under the clinic's Clinic Services Agreement, until the clinic's account is deleted, when it is destroyed. It is not held for Covered Entity, and Section B5 does not apply to it.

(d) Covered Entity's responsibility. Covered Entity represents that each disclosure this Section describes is one the HIPAA Rules and other applicable law permit Covered Entity to make, and that Covered Entity holds any authorization the law requires for it. Once disclosed, the clinic's use and further disclosure of that PHI is governed by the clinic's own obligations and, as between Business Associate and the clinic, by the Clinic Services Agreement.

(e) The clinic's own conversations. A conversation the clinic has with a Client in the Platform, and a superbill it sends there, is the clinic's record and not Covered Entity's: Business Associate holds it for the clinic under the clinic's Clinic Services Agreement. Covered Entity does not see it in its own practice; where the clinic gives Covered Entity access to its clinic account, Covered Entity sees it there, for the clinic. A superbill file the clinic sent there is deleted if Covered Entity removes the Client or deletes the practice.

B4. Obligations of Covered Entity

Covered Entity shall: notify Business Associate of any limitation in Covered Entity's Notice of Privacy Practices, and of any change in or revocation of an individual's permission to use or disclose PHI, to the extent it affects Business Associate's use or disclosure of PHI; notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522; not submit records subject to 42 C.F.R. Part 2 through the Platform; and not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity, except as permitted under this BAA for Business Associate's management, administration, or data aggregation. Covered Entity is responsible for obtaining any client consents or authorizations required for use of the Platform.

B5. Term and Termination

This BAA is effective as of the Effective Date and terminates when all PHI is returned or destroyed, or when protections are extended as provided below. Covered Entity may terminate the Agreement and this BAA if Business Associate materially breaches this BAA and fails to cure within 30 days after written notice. Upon termination, Business Associate shall, if feasible, return or destroy all PHI it maintains in any form within 30 days and retain no copies (rolling backups are purged on Business Associate's standard 14-day cycle), except the copy of each connected Client's own file that the Platform keeps for that Client, as Section 4A of Part A describes, which is deleted when the Client deletes their login. If return or destruction is not feasible, Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible, for so long as Business Associate maintains the PHI.

B6. Miscellaneous

Regulatory References. A reference to a section of the HIPAA Rules means the section as in effect or as amended.

Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the HIPAA Rules and other applicable law.

Interpretation. Any ambiguity in this BAA is resolved to permit the Parties to comply with the HIPAA Rules.

No Third-Party Beneficiaries. Nothing in this BAA confers rights on any person other than the Parties, except as otherwise required by the HIPAA Rules.

Survival. Business Associate's obligations under Section B5 survive termination of this BAA.

Acceptance and Execution

Psybird's execution. Psybird has executed this Agreement, including Part B, as a standing offer to qualifying licensed professionals and practices:

Psybird.ai (Any Percent LLC)
Authorized Representative: **Yani Chris Tsoukalas**
Title: Founder
Executed: as of October 16, 2026 (this version)
Notice address: 1135 Scott Ave, Bremerton, WA 98310
Email: support@psybird.ai

Clinician's acceptance. Clinician accepts this Agreement, Part A and Part B, by checking the acceptance box and selecting “I agree” when creating a Practice account, or upon first presentation of this Agreement in the app. Acceptance is recorded electronically together with the accepting individual's account email, the identifier of the Practice, the version of this Agreement accepted, and the date and time of acceptance; that

record constitutes the signature record for this Agreement, and Clinician's Effective Date is the recorded acceptance date. The individual accepting represents that they are authorized to bind the Practice. A Practice that prefers a countersigned paper copy may request one at support@psybird.ai.

Amendments. Psybird may amend this Agreement, including Part B, by presenting the revised version in the app for acceptance in the same manner; the acceptance record for the revised version is the signature record for the amendment, and a Practice that does not accept a revised version may terminate under Section 4. A Practice remains bound by the version it last accepted until it accepts a later one.

Version history. This Agreement has been published in these versions. Psybird executes each one as of the date it is published, and a Practice's own Effective Date is the date that Practice accepted the version it accepted.

- **August 6, 2026** (first published). The original Agreement and BAA.
- **September 1, 2026.** Added Section B3A (Payment Processing for Client Billing) to Part B, with conforming changes to Sections 3 and 10 of Part A.
- **September 3, 2026.** Added Section 8B (transmission of insurance claims through a clearinghouse) and reworded Section 8.3 and Section 10 to match it.
- **September 17, 2026.** Rewrote Section 3 (Fees and Payment) so that it states both Fees, that they are billed in arrears, and where the amounts are shown, and added Section 3A (which Clients and which claims are counted), Section 3B (what happens if a payment fails) and Section 3C (a practice that is a seat in a clinic). Rewrote Section 4 (term, how to stop future Fees, and the closing invoice at deletion) and Section 4A (what the export contains, what the handoff record is, and what deletion costs). Rewrote Section 8.3 and Sections 8B.1, 8B.2, 8B.4, 8B.6 and 8B.7, and added Section 8B.1A (Medicare and Medicaid electronic filing), Section 8B.2A (the claims Psybird sends without a further action by Clinician), Section 8B.3A (the record Clinician should keep), Section 8B.4A (what the Platform derives, including the session code it supplies where the Client's record carries none) and Section 8B.4B (responsibility for what a claim says). Named the health care clearinghouse in Section 10 and added Section 10A (what Psybird's subcontractor agreements do and do not cover). Narrowed the carve-out in Section 12 so that the limits of liability also apply to a breach of confidentiality or of HIPAA obligations. Restated the amendment mechanism in Section 16. Amended Part B as Amendment 2 describes, and restated what the acceptance record contains.
- **September 28, 2026.** The parties are renamed: the Therapist is now the Clinician, the Patient is now the Client, and this Agreement is now the Clinician Services Agreement. The Agreement now covers physical therapy practices as well as mental health practices: Section 1 defines a practice's Discipline and the Physical Therapy Addendum, and Sections 2, 3, 5, 6, 7, 8.1, 8.2, 8B.4A, 8B.6, 10 and 13 say what differs for a physical therapy practice. Part B is amended as Amendment 3 describes.
- **October 2, 2026** (version 2026-10-02). Section 3 now sets the same Fees for every Discipline, so that a physical therapy practice pays a monthly fee for each connected Client and a fee for each claim filed, as every practice does, with no seat fee, and Section 8B.6 says the Client fee is the same for every Discipline. Section 3C now says what applies while Clinician's clinic bills insurance for Clinician: the clinic is the billing provider on Clinician's claims under its own legal name, NPI and EIN, Clinician is the rendering provider under Clinician's own NPI, payers pay the clinic under the clinic's own enrollments, the clinic files Clinician's claims, its action to send one being its certification, Clinician remains responsible for the services and the documentation each claim is built from, and Clinician directs Psybird to show the clinic's administrators the billing details of Clinician's Clients who are billed through insurance. Section 8A's Clinic arrangements now say that where such a clinic takes Clinician's clients' card payments it does so on its own Stripe account, and that Psybird does not split, route or pay out any part of them. Section 8B.2 says that the actions that send a claim are the clinic's while it bills insurance

for Clinician, Section 8B.2A that held claims are also released when the clinic's administrator opens the clinic's enrollment page, and Section 8B.4B that Clinician answers for the services and the documentation and the clinic for the claim it certifies. Part B's Section B3 permits the disclosure of those billing details to the clinic's administrators, for payment, and of no other PHI.

- **October 3, 2026** (version 2026-10-03). Section 3C now says that only the clinic removes a seat: while the practice is a seat, Clinician can neither take it out of the clinic in the Platform nor delete the account, asks the clinic to remove the seat and may close the account once it has, and asks Psybird if the clinic does not act, while nothing the clinic does stops Clinician's export; Section 4 says the same of ending the Agreement and deleting the practice. Section 3C also says that the clinic's billing of insurance for Clinician ends when the practice stops being a seat; its direction to show the clinic's administrators the billing details of Clinician's insured Clients gives way to Section 3D. New Section 3D says what a clinic sees and does while the practice is a seat: at Clinician's direction its administrator can see everything the practice holds, including Clinician's own conversations with Psy and what was recorded before the practice joined, and Psybird records each time the administrator opens the practice; Clinician does not keep in a seat a record the law does not let the clinic see, such as psychotherapy notes, without the authorization the law requires; the administrator books, moves and cancels sessions, starts a new Client's intake, works billing and claims, works with documents and forms and sends Clinician reminders, and never writes or signs Clinician's notes or messages or calls a Client as Clinician; the clinic moves Clients between clinicians of the same Discipline at once, without the sending clinician's release or the receiving clinician's acceptance, and the Clients keep their booked times; and when the clinic removes the seat it chooses which Clients move and which stay with Clinician, keeps a read-only copy of the practice's records as they stood that day, and Psybird waits 14 days before asking Clinician for a payment method. Section 8A's Clinic arrangements now say that while the clinic bills insurance for Clinician it may also set the prices, and it works the billing of Clinician's Clients, which Clinician sees but does not act on, and that Psybird may calculate Clinician's pay from the clinic's pay rules and pays no one. New Section 9A says that Clinician may upload documents about the practice, whose text Psy reads only in conversations with Clinician and, for a seat, with the clinic's administrator, never sharing it with a Client or using it in a Client's conversations, and that a clinic may add documents to a seat's practice, marked as added by the clinic, which only Clinician removes. Part B gains Section B3B on what Psybird discloses to and keeps for the clinic, which replaces the billing-details disclosure in Section B3, as Amendment 4 describes.
- **October 4, 2026** (version 2026-10-04). Section 3C now says that, for a month in which no clinic the practice was in can be charged, Psybird may bill that month's connected Clients and claims to a payment method of Clinician's own, as Section 4.4 of the Clinic Services Agreement describes, while the clinic still owes its seat fee for that month. Section 4A now says that the export carries every direct-message thread, each Client's conversations with Psy, Clinician's session notes and Clinician's own conversations with Psy, including the older ones, up to limits on their number and on the size of stored files, and names anything it leaves out; and that an export is assembled on Psybird's servers and kept there for seven days for download, then deleted, and only Clinician and, while the practice is a seat, the clinic's administrator can download it. Section 8A's Clinic arrangements now say that a clinic that bills insurance for Clinician may let Clinician take payments for it: Clinician may then charge Clinician's Clients' saved cards on the clinic's account, ask them for cards and record payments taken outside the Platform, each payment being the clinic's and marked as taken by Clinician, while refunds, waivers and everything else stay the clinic's; and that a payment Clinician's own account took before the clinic began taking card payments is refunded by Clinician, from Clinician's own Stripe account, and not by the clinic.
- **October 5, 2026** (version 2026-10-05). Section 3C now says that every clinic the practice was a seat of at any point in a month, even for a single day, owes its seat fee for that month, so that a practice that moves between clinics during a month is charged a seat fee by each, and that a seat fee is never

Clinician's; that the clinic's people file and correct Clinician's claims while the clinic bills insurance for Clinician; and that the clinic may mark a claim as filed outside the Platform, which Psybird neither files nor charges for. Section 3D now says that the clinic sees and acts in the practice through the people it gives logins to its clinic account, each within the permissions it gives them, its owners and those it allows to see clinical records seeing all of it, and that Psybird records each time one of them opens the practice and each action they take; that the clinic's people answer requests for new Clients offered to Clinician and may file into a Client's documents a form the Client signed outside the Platform, which the Client sees and Clinician cannot withdraw; that the clinic talks with Clinician in a conversation of its own, where its reminders arrive as messages from the clinic, a repeating one approved once, and may write to Clinician's Clients in a conversation of its own, under its name, which Clinician does not see in Clinician's own practice; that a clinic may give Clinician access to its clinic account on Clinician's own login, used only for the clinic's work; and that when the seat is removed those conversations close to Clinician and the Clients and the clinic keeps their history. Section 4A says that, while the practice is a seat, the people at the clinic who can see the whole practice can download its export. Section 5 and new Section 5A say that a pre-licensed Clinician names a supervisor, whom the Platform names on claims as the supervising provider, on superbills and in the care-management and remote monitoring consent statements, that the Platform files no claim to Medicare for a pre-licensed Clinician, that Clinician, or the clinic for the claims it files, represents that the supervision meets state law and each payer's rules, and that Psybird does not verify licenses or supervision. Section 8A now quotes the authorization a Client sees when saving a card and links it to the account holder's financial policy on a page Psybird hosts, and says that Stripe emails the Client a receipt for every charge and refund, that Psybird emails Clients nothing about money and sends nothing when a charge is declined, that a Client marked as covered by Medicaid is charged no fee for a missed session or late cancellation unless Clinician removes the mark, and, for a clinic that bills insurance for Clinician, that the clinic may send Clients superbills of their paid sessions and may share a closed pay period's statement with Clinician, who then sees only their own statement, with no Client's name. Section 8B.2A says that held claims are also released when anyone at the clinic opens the clinic's enrollment page; Section 8B.4A that a claim names the supervising provider and, for a seat, the clinic office where a session took place, and that for a physical therapy practice the Platform adds modifier CQ to a line Clinician marks as furnished by an assistant; Section 8B.6 that a request Psybird's referral service offers Clinician may be answered by the clinic, the first reply counting; and Section 9A that Psy reads the practice's documents with the people at the clinic who use Psy. Part B is amended as Amendment 5 describes: Section B3A(c) adds the email address Stripe already holds for a Client's saved card, sent with each charge for Stripe's receipt, and the authorization the Client is shown on Stripe's page, and Section B3B says that the clinic's access is through the people it gives logins and that a clinic's own conversations with Clients are the clinic's records.

- **October 7, 2026** (version 2026-10-07). Section 3C now says that where Psybird dissolves the clinic or closes its account, Clinician has the same 14 days before Psybird asks for a payment method as when the clinic removes the seat. Section 4 now says how Psybird may suspend or close Clinician's account, recording its reason: a suspension disables Clinician's login while the Clients keep theirs, and a month suspended from its first day is not billed to the practice; a closure first raises the closing invoice, and closes nothing if it cannot, then keeps the account closed for 30 days, in which Clinician can only download the practice's records, which Psybird exports, and ask for the closure to be undone, and the Clients cannot sign in, after which Psybird deletes the practice as Clinician's own deletion would; and Psybird closes a practice that is a seat only once the clinic has removed the seat. Section 4A now says that, while the practice is a seat, its export can be downloaded at the clinic only by the clinic's owners and by the people whose permissions cover the practice's clinical records, billing and insurance claims together. Section 10 now says that Psy for a Client and Psy for Clinician are put together on Psybird's servers, never from Clinician's private notes, and that Psy acts only through cards Clinician taps; that Psybird stores each message a Client and Psy exchange with the Client's record for as long as that

record is kept; that a Client's chat ends by itself after six hours with no new message; that the same AI model writes a summary of a long conversation's older messages, which Psy reads in their place, kept with the conversation and deleted with it, while a Client's messages about harm or a crisis are always kept word for word; and that a long file or lookup result may be kept on Psybird's servers for Psy to search, expiring 24 hours after it was kept. Section 3D now says that a move inside the clinic tells the receiving clinician and the Client, and that the sending clinician sees it on the Client's file. Section 4 now says what removing a Client deletes (their login and the parts of the record they could see) and what stays. Section 4A now says that Psybird keeps, for each connected Client, the copy of what that Client could see in the app until the Client deletes their login. Part B is amended (Amendment 6).

- **October 16, 2026** (version 2026-10-16, this version). This version changes no section of this Agreement. The AI Support Disclosure & Client Consent (and the consent for a physical therapy practice) gain Section 12A and a box in which the Client, if Clinician bills their health insurance, assigns to Clinician, or to the practice that bills for them, the benefits for those services, and authorizes the release to the insurer and to the clearinghouse of what the insurer needs to process and pay the claims. Psybird holds a claim to an insurer until the Client has accepted that consent in the app or Clinician has filed a signed copy on the Client's Documents tab.