



PROVIDER ADMINISTRATIVE SERVICES AGREEMENT

Unique Codes: Distributor 7778439 Contractor: _____

This **Administrative Services Agreement** (the "Agreement") is made and entered into as of this ____ of _____, 2025 (the "Effective Date") by and between **Drago INC** (The Distributor) with an address of 4656 Haygood Road Suite E, Virginia Beach Va, 23455 through provider **Zing Performance LLC**, a, with its principal place of business at 2300 Marsh Point Road, Suite 101, Neptune Beach, FL 32266 (the "Company"), and Contractor's full legal name [_____] ("Contractor") (collectively, the "Parties").

RECITALS

A. The Company has developed the Zing Performance program, which provides standardized cognitive performance testing and neuromuscular reeducation services (the "Product") and has obtained the necessary credentialing to provide the Product to Medicare Part B beneficiaries.

B. The Contractor possesses sufficient experience and expertise in the Health Care Services including but not limited to medical practice, chiropractic care, pharmacy services, physical therapy, and wellness coaching. Contractor provides services and compliance with applicable state and federal regulations.

C. The Company desires to engage the Contractor to assist in the administration of the Product to Medicare Part B patients, and the Contractor desires to accept such engagement under the terms outlined herein.

Nothing in this Agreement shall be construed to require the Contractor to refer, recommend, or influence patient participation in Zing Performance programs, nor is any compensation conditioned on such referrals.

In consideration of the mutual covenants and promises set forth below, and for other good and valuable consideration, the Parties agree as follows:

1. REPRESENTATIONS AND OBLIGATIONS OF CONTRACTOR

The Contractor shall provide the administrative services outlined in **Exhibit A** (the "Administrative Services") to assist Medicare Part B beneficiaries (each a "Part B Patient") in accessing the Product, ensuring that they maximize the clinical benefits of the Product, and supporting patients in understanding and completing the non-clinical components of the program, without influencing clinical decisions or the submission of claims .



The Contractor shall inform its customers about the availability and features of the Product. All communications will be truthful, accurate, and not misleading. The Parties agree that this Agreement does not obligate the Contractor to refer the Product to any patient for treatment.

The Contractor agrees to comply with all applicable federal and state healthcare laws and regulations, including, but not limited to:

- The Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- The Anti-Kickback Statute, the Beneficiary Inducement Statute, and other similar fraud and abuse statutes
- Any laws prohibiting patient brokering or communication about physician services

The Contractor shall not represent itself as an authorized agent of the Company for purposes other than performing the Administrative Services. Furthermore, the Contractor shall comply with all laws governing unsolicited consumer contact, including the **Telephone Consumer Protection Act**.

The Contractor will act as a Business Associate of the Company, and the Parties will execute a **HIPAA Business Associate Agreement** in substantially the form attached as **Exhibit B**.

Fair Market Value and Anti-Kickback compliance disclaimer: The Parties agree that the compensation paid under this Agreement represents the fair market value for bona fide administrative services rendered and is not conditioned upon patient referrals, volume of services, or business generated. The Agreement is intended to comply with the Anti-Kickback Statute (42 U.S.C. § 1320a-7b), Stark Law (42 U.S.C. § 1395nn), and other applicable laws.

2. OBLIGATIONS OF THE COMPANY

The Company shall retain ownership of all data, work product, and deliverables generated in connection with the performance of this Agreement (the "Work Products").

Contractor shall not retain, analyze, or disclose any identifiable patient data without prior written consent from the Company. All data use must comply with HIPAA, and any research or reporting functions shall involve only de-identified data unless otherwise agreed and permitted by law.



3. COMPENSATION

As the sole and exclusive compensation for the Administrative Services, the Company shall pay the Contractor a service fee as set forth in **Exhibit A** (the "Services Fee").

The Company shall submit monthly statements showing which patients have participated in the minimum number of sessions during the preceding month. The Contractor shall review and return the statement, and upon mutual approval, the Company shall pay the Contractor as specified in **Exhibit A** within 30 days of receipt.

4. TERM AND TERMINATION

This Agreement shall be effective as of the Effective Date and shall continue for one (1) year, unless terminated earlier as provided herein. The Agreement shall automatically renew for successive one (1) year terms unless either Party gives written notice of non-renewal at least thirty (30) days prior to the expiration of the current term (the "Term"). Either Party may terminate this Agreement without cause by providing thirty (30) days written notice to the other Party.

This Agreement may also be terminated immediately:

- By either Party upon a material breach, provided the non-breaching Party gives immediate written notice and at least ten (10) days to cure the breach; or
- By the Company, if:
 - a) The Contractor is excluded, debarred, or otherwise sanctioned in a way that threatens the Company's ability to submit claims to Medicare,
 - b) The Company determines the Contractor's actions violate the law in a way that could threaten the Company's professional licenses or credentials, or
 - c) The Company determines that the Agreement may cause harm to patient safety.

In the event of termination during the first year of the Term, the Parties shall not enter into a new agreement for similar services until one year has passed since the Effective Date of this Agreement.

5. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is an independent contractor, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, or a joint venture.



The Company shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which it accomplishes the work.

The Company is not responsible for withholding any taxes or benefits for the Contractor, and the Contractor shall not be entitled to any benefits that employees of the Company receive.

The Contractor acknowledges the terms of this agreement and acknowledges the **Drago INC** Distributor relationship. All tracking and payment for amounts due shall be paid in accordance with both **Drago INC** and **Zing Performances** policies.

6. EMPLOYEES OF THE CONTRACTOR

The Contractor is solely responsible for the payment of wages and benefits to its employees. The Contractor shall be responsible for any applicable taxes and benefits related to its employees.

7. RESTRICTIVE COVENANTS

Confidential Information:

"Confidential Information" means all non-public information and materials owned by the Company that relate to the Company's business, assets, or services. The Contractor agrees that such Confidential Information shall be used only in connection with the services provided under this Agreement and shall not be disclosed without the Company's prior written consent.

Non-Solicitation:

During the Term of this Agreement and for one (1) year following its termination, the Contractor agrees not to directly or indirectly solicit any current or former employee or consultant of the Company or divert business from the Company.

Non-Disparagement:

The Contractor agrees not to disparage, defame, or make negative comments regarding the



Company, its employees, or its products during the Term of this Agreement and for one (1) year thereafter.

8. REMEDIES

The Company may seek equitable relief, including injunctive relief, in the event of a breach of this Section 7 by the Contractor. This remedy is in addition to any other legal rights or remedies the Company may have.

9. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Florida. Any disputes arising from or relating to this Agreement shall be resolved through binding arbitration in Duval County, Jacksonville, Florida, as per the **American Health Law Association's Rules of Procedure for Arbitration**.

10. COMPLIANCE WITH LAWS AND REGULATIONS

Both Parties represent and warrant that this Agreement complies with applicable laws, including the **Anti-Kickback Statute**, and that neither Party is excluded, suspended, or debarred from participating in any federal or state programs.

HIPAA Business Associate Responsibility: Contractor agrees to comply with the HIPAA Privacy and Security Rules and acknowledges its role as a Business Associate. All access, use, or disclosure of PHI must comply with HIPAA and be limited to the scope of services authorized by this Agreement.

11. MISCELLANEOUS

Severability:

If any provision of this Agreement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Assignment:

The Contractor may not assign or transfer this Agreement without the Company's written consent, except that the Company may assign this Agreement to any successor or affiliate.

**Waiver:**

A waiver by any Party of any breach or default shall not constitute a waiver of any subsequent breach or default.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date above.

ZING PERFORMANCE LLC

By: _____
Name: _____
Title: _____
Date: _____

CONTRACTOR

By: _____
Name: _____
Title: _____
Email: _____
Phone: _____
Date: _____

EXHIBIT A**Administrative Services and Compensation**

Contractor shall provide the following administrative services:

1. Monthly review of patients' cognitive and/or stress and anxiety assessments.
2. Assistance in ensuring patients adhere to their treatment plans and complete necessary tasks for Medicare Part B reimbursement.

The Contractor shall receive a service fee of \$25.00 per month for each Part B patient to whom they render administrative services, as verified by Company, without regard to CMS reimbursement outcomes or patient adherence..

Any other services offered through **Drago INC** will require a separate agreement with listed payment terms. Contractor shall not engage in any clinical decision-making, provide treatment recommendations, or perform any activity that could be construed as ordering, certifying, or directing medical care. Contractor's role is limited to administrative support services only and shall not include marketing directly to Medicare beneficiaries in a manner that violates CMS beneficiary communications rules or the Anti-Kickback Statute.