

MASTER PROFESSIONAL SERVICES AGREEMENT AND RETAINER

THEMIS DIGITAL HEALTH (A DBA OF THE AMAVASYA FOUNDATION)

This Master Professional Services Agreement and Retainer (the "Agreement") is entered into and made effective as of _____ (the "Effective Date"), by and between The Amavasya Foundation, a Wyoming corporation, doing business as Themis Digital Health, having its principal place of business at 30 N Gould St, Suite R, Sheridan, WY 82801 ("Consultant"), and the client entity identified below ("Client"). Consultant and Client may collectively be referred to as the "Parties" or individually as a "Party."

Client Legal Name & Entity:	[Client Legal Name, Entity Type, and State of Incorporation]
Client Principal Address:	[Client Street Address, City, State, ZIP]
Primary Contact & Email:	[Contact Name, Title, Email Address, Phone]
Engaged Services & Project:	[Select: AI Governance Starter Review / RHTP Scribe Audit / Policy Brief / Retainer / Custom Roadmap]
Effective Date & Term:	Commencing on Effective Date and continuing until deliverables are completed or terminated pursuant to Section 6.

RECITALS

WHEREAS, Consultant possesses specialized expertise in federal health policy, data modernization, healthcare artificial intelligence governance, and the CMS Rural Health Transformation Program (RHTP), operating under the trade name Themis Digital Health;

WHEREAS, Client desires to retain Consultant to provide professional advisory, policy analysis, and technical governance consulting services as set forth herein and in any mutually executed Statement of Work (SOW); and

WHEREAS, Consultant agrees to provide such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. Scope of Services and Deliverables. Consultant shall provide the professional consulting services, policy briefs, AI governance reviews, and technical toolkits specified in this Agreement and in any associated

Statement of Work or Appendix agreed to by the Parties (the "Services"). All Services shall be performed in a professional, workmanlike manner consistent with prevailing industry standards for federal health policy and digital health advisory. Any modification, expansion, or reduction of the Services must be made via a written Change Order signed by both Parties.

2. Fees, Retainer, and Payment Terms. Client shall compensate Consultant in accordance with the fee structure agreed upon in the applicable project order or SOW, subject to the following terms:

- 2.1 Fixed Project Fees & Deposits:** For fixed-fee engagements, a non-refundable deposit of thirty percent (30%) is due upon execution of this Agreement prior to commencement of work. The remaining balance is due upon delivery of the final deliverables or as otherwise specified in the payment schedule.
- 2.2 Monthly Retainer Fees:** For retainer-based engagements, the monthly retainer fee is billed in advance on the first business day of each calendar month. Retainer hours cover exclusively the scope and hours stated in the applicable order and do not roll over from month to month unless expressly agreed in a signed writing.
- 2.3 Invoicing and Due Dates:** Invoices are due and payable within seven (7) calendar days of issuance. Payments shall be made via electronic transfer, stripe, or check as directed by Consultant.
- 2.4 Late Payments and Suspension of Services:** Overdue balances shall accrue interest at the rate of 1.5% per month (or the maximum rate permitted by applicable law, if lower). Consultant reserves the right to suspend performance of Services and withhold deliverables while any invoice remains past due.
- 2.5 Expenses:** Client shall reimburse Consultant for pre-approved out-of-pocket expenses necessarily incurred in the performance of Services.

3. Client Representations, Warranties, and Responsibilities. Client represents, warrants, and covenants that:

- 3.1 Lawful Sourcing:** All data, documents, policies, and materials provided to Consultant ("Client Materials") have been lawfully acquired, and Client possesses all necessary rights, licenses, and permissions to disclose them to Consultant for commercial use.
- 3.2 Non-Infringement:** Client Materials and Consultant's utilization thereof as contemplated herein do not and shall not infringe, misappropriate, or violate any copyright, trademark, trade secret, contract, or intellectual property right of any third party.
- 3.3 No Protected Health Information (PHI) / HIPAA Compliance:** Client expressly agrees that it shall NOT provide, disclose, or transmit any Protected Health Information (PHI) or individually identifiable patient health data governed by the Health Insurance Portability and Accountability Act (HIPAA) to Consultant unless and until the Parties execute a formal Business Associate Agreement (BAA). Consultant does not require PHI to perform AI governance, policy reviews, or workflow audits.
- 3.4 Cooperation and Timely Access:** Client shall provide timely access to necessary personnel, systems, information, and feedback required for Consultant to execute the Services. Consultant shall not be liable for delays resulting from Client's failure to provide timely input.

4. Intellectual Property and Work Product Ownership. Upon receipt of full and final payment for the applicable Services, Consultant grants Client a non-exclusive, perpetual, worldwide, royalty-free license to use the final written deliverables created specifically for Client under this Agreement. Consultant retains sole and exclusive ownership of all pre-existing intellectual property, proprietary methodologies, frameworks, prompt libraries, templates, know-how, and toolkits utilized, developed, or refined by

Consultant ("Consultant Background IP"). Consultant may reuse general knowledge, skills, and non-confidential learnings acquired during the engagement.

5. Confidentiality. Each Party ("Receiving Party") agrees to protect the other Party's ("Disclosing Party") non-public, proprietary, or confidential information ("Confidential Information") with the same degree of care it uses for its own confidential information (but not less than reasonable care). Receiving Party shall use Confidential Information solely for the purposes of this Agreement and shall not disclose it to any third party except to professional advisors bound by confidentiality obligations or as required by law. Confidentiality obligations shall survive for three (3) years following termination of this Agreement (and indefinitely for trade secrets). This restriction does not apply to information that is publicly known, already in the Receiving Party's possession, or independently developed without reference to Confidential Information.

6. Term and Termination. This Agreement shall commence on the Effective Date and remain in effect until all Services are completed, unless terminated earlier in accordance with this Section:

6.1 Termination for Convenience: Either Party may terminate this Agreement or any active retainer for any reason upon fifteen (15) days' prior written notice to the other Party.

6.2 Termination for Cause: Either Party may terminate immediately upon written notice if the other Party materially breaches any provision of this Agreement and fails to cure such breach within seven (7) days of receiving written notice.

6.3 Effect of Termination: Upon termination, Client shall immediately pay Consultant for all Services performed, hours expended, and approved expenses incurred up through the effective date of termination. Retainer deposits are non-refundable once work has commenced.

7. AI Tools, Ethics, and Post-Employment Compliance. Consultant utilizes advanced artificial intelligence tools and automated workflows to assist with research, drafting, and policy analysis; however, Consultant maintains full professional responsibility for all final deliverables, which undergo rigorous human review prior to delivery. Consultant covenants that it shall not input unmasked Client Confidential Information into any public AI tool that retains data for model training without Client's express written consent. Furthermore, Consultant complies with all federal post-employment ethics rules (including 18 U.S.C. § 207) and does not disclose non-public government information or engage in prohibited federal agency representation.

8. Disclaimer of Professional, Legal, and Regulatory Advice. Consultant provides health policy, AI governance, strategy, and technical advisory services. Consultant does NOT provide formal legal, medical, clinical, accounting, tax, or formal regulatory-compliance legal opinions. Consultant does not guarantee any specific regulatory approval, certification, funding award (including CMS RHTP awards), accreditation, or grant outcome. Client remains solely responsible for its own business decisions, compliance determinations, and retention of qualified legal counsel.

9. Limitation of Liability. EXCEPT FOR BREACHES OF CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATING TO THIS AGREEMENT. CONSULTANT'S TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY KIND ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE

STRICTLY LIMITED TO THE TOTAL FEES ACTUALLY PAID BY CLIENT TO CONSULTANT UNDER THIS AGREEMENT IN THE SIXTY (60) DAYS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Indemnification. Client agrees to defend, indemnify, and hold harmless Consultant, The Amavasya Foundation, and their respective officers, directors, employees, agents, and successors from and against any and all claims, demands, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or resulting from: (a) Client Materials or data submitted by Client; (b) Client's breach of any representation, warranty, or obligation under this Agreement; (c) Client's violation of any applicable healthcare law, privacy regulation, or third-party intellectual property right; or (d) Client's commercial utilization of the deliverables.

11. Governing Law, Dispute Resolution, and Miscellaneous. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Wyoming, without regard to its conflict of law principles. The Parties agree to attempt in good faith to resolve any dispute through informal negotiation for thirty (30) days prior to initiating formal legal proceedings. Any legal action arising herefrom shall be adjudicated exclusively in the state or federal courts located in Sheridan County, Wyoming. Neither Party may assign this Agreement without the prior written consent of the other Party. This Agreement constitutes the entire understanding between the Parties, supersedes all prior discussions, and may only be modified by a written instrument signed by both Parties.

EXECUTION AND SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Master Professional Services Agreement and Retainer as of the Effective Date written above. By signing below, each signatory warrants that they possess full legal authority to bind their respective entity.

CONSULTANT:

The Amavasya Foundation
(d/b/a Themis Digital Health)

CLIENT:

[Client Legal Entity Name]

By: _____

Name: Natalia Vargas, MPH

Title: Founder & Principal Consultant

Date: _____

By: _____

Name: _____

Title: _____

Date: _____
