PROFESSIONAL SERVICES AGREEMENT

AGREEMENT NO. PSA-2026-0418 · EFFECTIVE MAY 1, 2026

PARTIES

This Professional Services Agreement (the "Agreement") is entered into as of May 1, 2026 (the "Effective Date") by and between:

SERVICE PROVIDER

Cardinal & Vine LLC

a Delaware limited liability company

1140 Broadway, Suite 902
New York, NY 10001
EIN: 88-2417603

CLIENT

Brightspoke Health, Inc.

a Delaware corporation

500 Howard Street, Floor 4
San Francisco, CA 94105
EIN: 92-3815049

Each individually a "Party" and collectively the "Parties." Service Provider and Client shall be referred to as "Cardinal & Vine" and "Brightspoke," respectively, throughout this Agreement.

RECITALS

WHEREAS, Cardinal & Vine is a full-service brand and marketing agency engaged in the development of strategic positioning, visual identity systems, and integrated launch campaigns;

WHEREAS, Brightspoke is a digital health platform preparing to launch its consumer-facing telemedicine service in the second half of 2026 and requires comprehensive brand development, design, and go-to-market support;

WHEREAS, the Parties have negotiated the terms of an engagement under which Cardinal & Vine will provide professional creative and consulting services on the terms and conditions set forth herein;

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

1. SCOPE OF SERVICES

1.1 Engagement. Cardinal & Vine shall furnish to Brightspoke the professional creative, strategic, and consulting services described in this Section 1 (the "Services"), and Brightspoke shall accept and pay for such Services in accordance with the terms hereof.

1.2 Deliverables. The specific work product, deliverables, and milestones associated with the Services are set forth in the table below and shall be governed by the timelines indicated. Cardinal & Vine shall use commercially reasonable efforts to perform the Services in a workmanlike manner consistent with industry standards.

SERVICE	DELIVERABLE	TIMELINE
Brand strategy	Strategic positioning, audience research	*Weeks 1–3*
Visual identity	Logo system, color, type, guidelines	*Weeks 4–8*
Launch toolkit	Web design, social templates	*Weeks 9–12*

1.3 Change Orders. Any modification, addition, or expansion of the Services beyond what is described in this Section 1 shall be documented in a written change order signed by authorized representatives of both Parties prior to commencement of such additional work.

2. COMPENSATION

2.1 Fees. In consideration of the Services performed under this Agreement, Brightspoke shall pay Cardinal & Vine the fixed professional fee identified below. All amounts are stated in United States Dollars and are exclusive of applicable taxes.

TOTAL FEE

$148,000.00 USD

Fixed fee, exclusive of pre-approved expenses

PAYMENT SCHEDULE

30% upon execution — $44,400
40% at strategy approval — $59,200
30% at final delivery — $44,400

2.2 Invoicing and Payment. Cardinal & Vine shall issue invoices in accordance with the schedule set forth above. Each invoice shall be payable by Brightspoke within thirty (30) days of receipt by wire transfer or ACH to the account designated in writing by Cardinal & Vine. Late payments shall accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law.

2.3 Expenses. Brightspoke shall reimburse Cardinal & Vine for all reasonable and necessary out-of-pocket expenses incurred in the performance of the Services, provided such expenses have been pre-approved in writing and are accompanied by reasonable documentation.

3. TERM & TERMINATION

3.1 Term. This Agreement shall commence on the Effective Date and shall continue in full force and effect for a period of twelve (12) weeks thereafter, unless earlier terminated in accordance with this Section 3 (the "Term").

3.2 Termination for Convenience. Either Party may terminate this Agreement upon thirty (30) days' prior written notice to the other Party. In the event of termination for convenience by Brightspoke, Cardinal & Vine shall be entitled to payment for all Services performed and expenses incurred through the effective date of termination, plus a kill fee equal to twenty percent (20%) of the unbilled portion of the Total Fee.

3.3 Termination for Cause. Either Party may terminate this Agreement immediately upon written notice if the other Party (a) materially breaches this Agreement and fails to cure such breach within fifteen (15) days following written notice, or (b) becomes insolvent, makes an assignment for the benefit of creditors, or has a petition filed under applicable bankruptcy law.

3.4 Survival. The provisions of Sections 4, 5, 6, 7, and 8, together with any payment obligations accrued prior to termination, shall survive expiration or termination of this Agreement.

4. INDEPENDENT CONTRACTOR

4.1 Relationship. Cardinal & Vine is engaged hereunder as an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, or agency between the Parties. Neither Party shall have the authority to bind the other or to incur any obligation on its behalf.

4.2 Personnel. Cardinal & Vine shall be solely responsible for the supervision, direction, and control of its personnel assigned to the Services, including the payment of wages, benefits, withholding taxes, workers' compensation, and any other employment-related obligations.

4.3 Subcontractors. Cardinal & Vine may engage qualified subcontractors to perform portions of the Services, provided that Cardinal & Vine shall remain fully responsible for the performance of such subcontractors and shall ensure that all subcontractors are bound by confidentiality obligations no less protective than those set forth herein.

5. CONFIDENTIALITY

5.1 Definition. "Confidential Information" means any non-public information disclosed by one Party (the "Disclosing Party") to the other (the "Receiving Party"), whether orally, in writing, or by inspection of tangible objects, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.

5.2 Obligations. The Receiving Party shall (a) hold the Confidential Information in strict confidence using at least the same degree of care it uses to protect its own confidential information of like importance, but in no event less than reasonable care; (b) not disclose Confidential Information to any third party without the Disclosing Party's prior written consent; and (c) use Confidential Information solely for the purpose of performing its obligations under this Agreement.

5.3 Exclusions. The obligations under this Section 5 shall not apply to information that (i) is or becomes publicly available through no fault of the Receiving Party; (ii) was rightfully in the Receiving Party's possession prior to disclosure; (iii) is independently developed without reference to the Confidential Information; or (iv) is required to be disclosed by law, provided the Receiving Party gives the Disclosing Party prompt notice of such requirement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Pre-Existing IP. Each Party shall retain all right, title, and interest in and to any intellectual property owned by, licensed to, or developed by such Party prior to or independently of this Agreement ("Pre-Existing IP"). Nothing in this Agreement shall be construed as transferring ownership of any Pre-Existing IP.

6.2 Assignment of Deliverables. Subject to full payment of all amounts due hereunder, Cardinal & Vine hereby assigns to Brightspoke all right, title, and interest, including all copyrights, in and to the final Deliverables created specifically for Brightspoke under this Agreement, excluding any Cardinal & Vine Pre-Existing IP incorporated therein.

6.3 License to Pre-Existing IP. To the extent any Cardinal & Vine Pre-Existing IP is incorporated into the Deliverables, Cardinal & Vine grants Brightspoke a perpetual, worldwide, royalty-free, non-exclusive, sublicensable license to use, reproduce, modify, and distribute such Pre-Existing IP solely as embedded in the Deliverables.

6.4 Portfolio Use. Brightspoke acknowledges that Cardinal & Vine may display the Deliverables in its portfolio and case studies for promotional purposes, subject to a reasonable embargo period of one hundred eighty (180) days following public launch.

7. INDEMNIFICATION

7.1 By Cardinal & Vine. Cardinal & Vine shall defend, indemnify, and hold harmless Brightspoke and its officers, directors, employees, and agents from and against any third-party claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or related to (a) the gross negligence or willful misconduct of Cardinal & Vine in the performance of the Services; or (b) any allegation that the Deliverables, excluding any Brightspoke-supplied content, infringe a valid United States copyright or trademark of a third party.

7.2 By Brightspoke. Brightspoke shall defend, indemnify, and hold harmless Cardinal & Vine from and against any third-party claims arising out of (a) Brightspoke-supplied content or materials; (b) Brightspoke's use of the Deliverables in a manner not contemplated by this Agreement; or (c) any breach by Brightspoke of its representations or obligations hereunder.

7.3 Limitation of Liability. EXCEPT FOR BREACHES OF SECTION 5 (CONFIDENTIALITY) OR THE INDEMNIFICATION OBLIGATIONS UNDER THIS SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES, AND EACH PARTY'S AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY BRIGHTSPOKE TO CARDINAL & VINE UNDER THIS AGREEMENT.

8. GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict-of-laws principles. Any disputes arising hereunder shall be subject to the exclusive jurisdiction of the state and federal courts located in New York County, New York.

8.2 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed given upon delivery if sent by hand, by certified mail return-receipt requested, or by nationally recognized overnight courier, in each case addressed to the address set forth in the Parties block above, or to such other address as a Party may designate by written notice.

8.3 Entire Agreement; Amendment. This Agreement, together with any executed change orders, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings, written or oral. This Agreement may be amended only by a written instrument signed by both Parties.

8.4 Severability; Waiver. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. No waiver of any provision shall be effective unless in writing and signed by the waiving Party, and no waiver shall constitute a continuing waiver.

8.5 Counterparts. This Agreement may be executed in one or more counterparts, including by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF

The Parties have caused this Professional Services Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

SERVICE PROVIDER

Cardinal & Vine LLC

_____

Authorized Signature

NAME

Margaret Holloway

Managing Partner

DATE

_____

CLIENT

Brightspoke Health, Inc.

_____

Authorized Signature

NAME

David Okafor

Chief Executive Officer

DATE

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