

## Service Agreement: ENTcare Co-Marketing Program

### **Service agreement. ENTcare.us / Co-Marketing Program**

**Service Provider (Agency): BornTM LLC (Hereinafter referred to as 'BornTM')**

**Program Name: ENTcare / Co-Marketing Program**

**Effective Date:**

### **ARTICLE I: PURPOSE AND PROGRAM OVERVIEW**

This Service Agreement Proposal describes the scope of work, responsibilities, limitations, and financial structure governing the participation of the Client's ENT practice in the ENTcare Co-Marketing Program.

This program is executed by **BornTM** and developed in strategic collaboration with **Medtronic**.

The main goal of this program is to help ENT specialists strengthen their online presence and attract more patients through a structured, compliant, and results-oriented marketing system.

It is designed to simplify digital advertising for medical practices, allowing doctors to focus on patient care while BornTM manages all aspects of online visibility and campaign performance.

### **ARTICLE II: SCOPE OF WORK AND BORN TM COMMITMENT**

BornTM agrees to provide the following comprehensive, end-to-end performance marketing services under the ENTcare program:

#### 2.1. Platform Development and Architecture:

Conversion Landing Page: Development and exclusive deployment of a dedicated, high-conversion landing page hosted on the ENTcare.us domain, engineered specifically to maximize patient calls and form submissions.

Agile Data Management: Provision of access to a private backend of the landing page for the Client to update key, non-structural contact information (e.g., phone numbers, physical addresses, operating hours).

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### 2.2. Campaign Strategy and Execution:

**Ad Campaign Setup:** Setup and management of digital advertising campaigns designed to reach patients actively searching for ENT-related services within the Client's defined geographical service area.

**Creative Assets:** Creation, testing, and rotation of all necessary high-performing ad creatives (statics, video, and User-Generated Content (UGC)) to continuously optimize engagement and Click-Through Rates (CTR).

**Optimization:** Daily, data-driven monitoring, A/B testing, and continuous refinement of campaigns to systematically improve Cost Per Lead (CPL) and conversion rates.

### 2.3. Transparency and Reporting:

**Real-Time Dashboard Access:** Provision of exclusive access to a real-time performance dashboard for the Client, enabling transparent monitoring of key quantitative metrics, including ad spend, CPL, call volume, and lead submissions.

**Data Focus:** Reporting is strictly limited to performance metrics generated by the ENTcare platform and does not include analysis of the Client's existing website traffic, general practice revenue, or pre-existing marketing efforts.

### 2.4. Dedicated Support:

**Ticket System Access:** Provision of a dedicated ticket system for the Client to report technical issues or request necessary support.

**Response Commitment:** BornTM commits to a maximum response time of 24–48 hours for support queries, dependent on complexity.

## **ARTICLE III: COMPLIANCE AND DATA HANDLING**

### 3.1 Data Processing and HIPAA:

The Client acknowledges that the direct handling of protected health information (PHI) is managed through third-party services integrated with the landing page.

BornTM will select, contract, and manage a best-in-class, HIPAA-compliant external vendor responsible for secure data capture, storage, and transmission of patient information generated via the ENTcare platform.

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BornTM's direct role is limited to data acquisition facilitation and does not involve direct storage or processing of PHI. BornTM shall not be considered a Business Associate under HIPAA, as it does not directly receive, maintain, or process Protected Health Information (PHI).

### 3.2 Client Responsibility:

The Client remains ultimately responsible for the handling and internal management of all patient data after it is successfully transmitted from the third-party HIPAA-compliant vendor to the Client's systems. The Client shall ensure that all procedures and claims advertised within the program are factually accurate and fully compliant with all governing medical advertising regulations.

Both parties agree to comply with all applicable federal and state laws, including but not limited to HIPAA, the Federal Trade Commission Act, and the Telephone Consumer Protection Act (TCPA), where applicable, in relation to all patient communications and data handling.

## **ARTICLE IV: LIMITATIONS AND DISCLAIMERS**

### 4.1 Guaranteed Result Disclaimer:

BornTM guarantees the professional execution and optimization of the services outlined in Article II based on performance data. BornTM expressly does not guarantee a specific number of patient calls, confirmed appointments, or revenue outcomes. Campaign results are inherently dependent on dynamic external factors, including market competition, seasonality, ad network policy changes, and the Client's internal efficiency in handling and booking acquired leads.

### 4.2 Scope Limitations:

BornTM's obligations are strictly limited to the performance marketing services related to the ENTcare platform and its associated campaigns. BornTM is not responsible for the Client's existing practice website, EMR/EHR system integration, or the performance of any marketing initiatives not explicitly executed by BornTM.

### 4.3 Intellectual Property:

The methodologies, campaign structures, proprietary performance data architecture, creative assets produced by BornTM, and the ENTcare domain architecture remain the exclusive intellectual property of BornTM and its partners.

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### 4.4 Third-Party Platform Changes:

BornTM is not liable for temporary service interruptions, downtime, or performance shifts resulting from unilateral policy changes, technical outages, or algorithmic updates enforced by third-party advertising networks (e.g., Google, Meta). BornTM will commit resources to resolve such disruptions immediately.

Each party agrees to indemnify and hold harmless the other party, its officers, employees, and affiliates from any claims, damages, or liabilities arising from the indemnifying party's negligence, misconduct, or violation of applicable laws, including but not limited to HIPAA and TCPA compliance.

## ARTICLE V: FINANCIAL PROVISION

### 5.1. Shared Investment and Program Structure

This program operates under a co-marketing model in which both the Client and Medtronic contribute equally to the overall media investment. The total advertising budget of **\$3,400 is fully allocated to Google Ads and Meta Ads media buying**, managed and optimized by BornTM.

- **Client's Contribution: \$1,700 (non-refundable)**
- **Medtronic's Contribution: \$1,700 (non-refundable)**

The campaign will remain active for approximately **three (3) months**, or until the allocated media budget is fully utilized, whichever occurs first.

### 5.2. Management, Website, and Creative Services

All website design, campaign setup, and ongoing optimization services are fully provided by BornTM at no additional cost to the Client. This includes the development and hosting of a dedicated landing page, ad creative production, campaign management, and performance reporting infrastructure.

### 5.3. Renewal and Future Engagement

Upon completion of the initial three-month term, if the Client wishes to continue participating in the Co-Marketing Program, a **new Service Agreement** will be executed between the involved parties.

This subsequent agreement will define the specific **media investment amount**, **management fee**, and scope of services to be provided by BornTM. Continuation beyond the initial term shall not be automatic and will depend on mutual agreement and a revised proposal approved by both parties.

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### **ARTICLE VI: CLIENT EXPECTATIONS**

The Client can reasonably expect the following key outcomes from this strategic investment:

- Strategic Focus: A performance marketing strategy that directs budget towards high-intent, procedural-based patient segments.
- Transparency: Full financial and performance visibility through the real-time dashboard.
- Efficiency: A dedicated, specialized system engineered to significantly improve lead conversion rates over general practice websites.
- Managed Risk: Continuous optimization designed to systematically drive down the Cost Per Lead (CPL) and enhance capital efficiency.
- Support: Access to a professional development team for rapid technical support and platform updates.

### **ARTICLE VII: TERM AND TERMINATION**

This Agreement shall remain in effect for an initial term of three (3) months or until the allocated media budget is exhausted, whichever occurs first. Either party may terminate this Agreement upon fifteen (15) days' written notice, provided all outstanding payments are settled and no active campaigns are mid-flight. Certain obligations, including confidentiality, indemnification, and data compliance, shall survive termination or expiration of this Agreement.

### **ARTICLE VIII: INDEPENDENT CONTRACTOR**

BornTM is engaged as an independent contractor and not as an employee, partner, or agent of the Client. Nothing in this Agreement shall be construed to create any joint venture, partnership, or employment relationship. BornTM retains full control over how services are performed.

### **ARTICLE IX: CONFIDENTIALITY**

Both parties agree to treat all proprietary, financial, or sensitive business information disclosed under this Agreement as confidential. Such information shall not be disclosed to any third party without prior written consent, except as required by law. This obligation shall survive the termination of the Agreement.

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### **ARTICLE X: GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut, without regard to conflict-of-law principles. Any disputes arising from this Agreement shall be resolved exclusively in the state or federal courts located in Fairfield County, Connecticut.

### **ARTICLE XI: ACCEPTANCE AND AGREEMENT**

By signing below, the Client acknowledges that they have reviewed, understood, and formally agreed to the scope of work, financial provisions, compliance measures, and limitations outlined in this Service Agreement Proposal. This Agreement may be executed in counterparts, and signatures transmitted electronically shall have the same legal force and effect as original signatures.

Sign

Sign

**Name:**

**Name:** **Humberto Gutierrez**

**Title:**

**Title:** **CEO Born TM LLC**

The parties whose signatures appear above hereby confirm and agree that, by executing this document, they have read, understood, and voluntarily accept all terms and conditions set forth in this Service Agreement. This document, along with all its appendices, constitutes the complete and final agreement between the parties.