
ENGAGEMENT LETTER

OFF-MARKET ACQUISITION ORIGINATION

Buy-side sourcing. Upfront engagement fee by deal size, fully creditable. Orthopedics, OBGYN, pain management, and physical therapy.

Josh Adams

[Modern Medicine acquisition entity] · getmodernmedicine.com

[Address]

Dear Josh,

Thank you for the opportunity to work together. This letter sets out the terms on which WETYR Corp and its principal Mark Gabrielli (“WETYR,” “we,” or “us”) will source off-market acquisition opportunities for you and [Modern Medicine acquisition entity] (collectively, “you” or “Client”). This letter works alongside the Mutual Non-Disclosure and Non-Circumvention Agreement between us, which controls confidentiality and non-circumvention.

1. SCOPE OF ENGAGEMENT

WETYR will identify, qualify, and confidentially introduce off-market businesses that fit the Client’s buy box (each an “Introduced Target”), consistent with the Client’s thesis of expanding its two existing west-coast platforms (physical therapy / orthopedics / pain management, and podiatry / interventional radiology) through both tuck-in acquisitions and entry into new markets. The buy box for this engagement is:

- Specialties:** orthopedics, OBGYN, pain management, and physical therapy.
- Geography:** National (United States, all 50 states), with emphasis on (a) tuck-in acquisitions in or near the Client’s existing west-coast footprint and (b) platform-quality practices in new target markets.
- Profile:** target EBITDA generally under \$500,000 per practice for tuck-ins, with platform-quality targets sized accordingly; aggregate capital deployment in the \$10,000,000 to \$50,000,000 range across the engagement. Specific revenue, EBITDA, and ownership criteria to be confirmed on the buy-box call.

The buy box may be expanded or refined by written agreement (including email) between the Parties. WETYR’s role is origination and sourcing support. Diligence, structuring, financing, legal documentation, and closing are the Client’s responsibility.

2. ENGAGEMENT FEE

WETYR is engaged on a prepaid, deal-size basis. At the start of the engagement the Client selects a Target Tier corresponding to the size of acquisition the Client wants WETYR to source, and pays the corresponding Engagement Fee up front. The Engagement Fee funds WETYR's origination of proprietary, off-market deal flow at the selected deal size. No commission or percentage of Deal Value applies.

TIER	TARGET DEAL SIZE (DEAL VALUE)	ENGAGEMENT FEE (UPFRONT)
T1	Up to \$2,000,000	\$2,500
T2	\$2,000,001 to \$5,000,000	\$7,500
T3	\$5,000,001 to \$10,000,000	\$12,500
T4	\$10,000,001 to \$25,000,000	\$18,500
T5	Above \$25,000,000	\$25,000

"Deal Value" means the total consideration paid or payable for an acquisition, including cash at close, assumed debt, seller financing, earnouts (valued at target), and the value of any equity or rollover consideration. "Target Tier" is the tier the Client selects and pays for at engagement. The Engagement Fee is due on signing and before WETYR begins sourcing at the selected deal size.

3. CREDITING, CARRYFORWARD & SCALE-UP

- 1. Earned for sourcing.** The Engagement Fee is earned by WETYR for sourcing deal flow at the selected Target Tier and is non-refundable, but is fully creditable to the Client as set out below.
- 2. Carryforward.** If a transaction closes at a Deal Value in a lower tier than the Target Tier paid for, or if the engaged deal flow does not result in a closed transaction for reasons other than WETYR's failure to perform, the difference between the Engagement Fee paid and the fee for the tier actually used (or the full amount, where no transaction closes) is credited to the Client's account and applied to the Client's next deal or future deal flow. Credits do not expire while this engagement, including any renewal, remains in effect.
- 3. Scale-up.** If the Client redirects WETYR toward targets in a higher tier than the Target Tier paid for, the Client pays the incremental difference between the tiers. That incremental payment is due when the engagement is redirected to the higher deal size, before WETYR commits sourcing to the larger targets.

4. TERM & TERMINATION

This engagement begins on the date both Parties sign and continues for twelve (12) months, automatically renewing month to month thereafter. Either Party may terminate on thirty (30) days' written notice. Termination does not affect Engagement Fees already paid, which remain creditable to the Client under Section 3, or any incremental amount owed for deal flow already redirected to a higher tier.

5. EXCLUSIVITY & NON-CIRCUMVENTION

This engagement is non-exclusive, and the Client may pursue acquisitions from any source. With respect to any Introduced Target that WETYR sources and introduces, however, the Client will not engage another intermediary and will not circumvent WETYR, as further provided in the Mutual Non-Disclosure and Non-Circumvention Agreement between the Parties.

6. EXPENSES

WETYR bears its own sourcing and outreach costs. The Client bears all costs of evaluating and closing a transaction, including legal, accounting, quality-of-earnings, financing, and clinical or regulatory diligence.

Status of WETYR. WETYR acts solely as a sourcing and origination consultant. WETYR is not the Client's attorney, accountant, fiduciary, or investment adviser, is not acting as a licensed real estate or securities broker-dealer, and provides no legal, tax, accounting, or investment advice. The Client will rely on its own advisers. WETYR makes no representation or warranty as to any Introduced Target, and the Client is responsible for its own due diligence and investment decisions.

7. CONFIDENTIALITY & NON-CIRCUMVENTION

Confidentiality and non-circumvention are governed by the Mutual Non-Disclosure and Non-Circumvention Agreement between the Parties, which is incorporated by reference. In the event of a conflict regarding fees, this letter controls.

8. LIMITATION OF LIABILITY

WETYR's total liability arising out of this engagement will not exceed the aggregate fees actually paid to WETYR under it. Neither Party is liable for indirect, incidental, or consequential damages.

9. GOVERNING LAW

This letter is governed by the laws of the State of Florida, without regard to conflict-of-laws rules, with exclusive venue in [county], Florida. The prevailing Party in any action to enforce this letter is entitled to its reasonable attorneys' fees and costs. This letter and the NDA are the entire agreement between

the Parties on this subject and may be amended only in writing signed by both Parties. It may be signed in counterparts and by electronic signature.

If these terms are acceptable, please countersign below. I look forward to getting to work.

Sincerely,
Mark Gabrielli
WETYR Corp

WETYR CORP

Signature

Mark Gabrielli, Principal

Date

AGREED & ACCEPTED — CLIENT

Signature

Josh Adams, Modern Medicine

Date