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SECOND AMENDMENT TO SETTLEMENT AGREEMENT AND RELEASE

THIS SECOND AMENDMENT TO THE SETTLEMENT AGREEMENT AND RELEASE (this "Second Amendment") is dated August 1st, 2026 (the "Date"), by and between Plaintiffs, Russell G. Binder, individual, and James and John Smith, as co-administrators of the Estate of Donald F. Smith, individually and as representatives of the "Settlement Class" (as defined herein) (Collective, "Plaintiffs"), and CIOX Health, LLC (the "Defendant").

RECITALS

WHEREAS, the Plaintiff and Defendant (collectively, the "Parties") have previously entered into a settlement dated October 12, 2023 and the First Amendment to the Settlement Agreement and Release dated June 17, 2025 (collectively, the "Settlement Agreement").

WHEREAS, the Parties desire to modify and amend the terms of the Settlement Agreement as detailed below:

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged by the Parties, each intending to be legally bound, ratify and confirm all provisions of the Settlement Agreement and First Amendment, except as amended herein and covenant and agree as follows. Capitalized terms not otherwise defined herein shall have the meaning given to them in the Settlement Agreement.

1. Amendments. The Settlement Agreement is amended, modified and revised as follows:

    a. Section I(14) of the Settlement Agreement is amended and restated to read in its entirety as follows:

"Disputed Fee Amount" means the delta between the Per-Page Rate charged by CIOX to produce copies of the medical records in response to a Qualifying Request and the Settlement Rate of 14 cents per page. Additionally, any patients that paid a search fee (often labeled a basic fee), either when requesting medical records or reimbursing the person(s) that requested medical records on their behalf, shall also recover 100% of the search fee, including the applicable interest (e.g., a patient that paid a $10 search fee would receive $6.71, plus have 49% interest added to the Disputed Fee Amount consistent with Section IV(B)(4)). Non-Patient Requestors, including attorneys and insurance companies, shall not be eligible to receive reimbursement of the "search fee." No other fees, costs, expenses or taxes shall be included in the Disputed Fee Amount.

2. Counterparts. This Second Amendment may be executed in any number of counterparts and, upon execution by the parties, each executed counterpart shall have the same force and effect as an Amended instrument and as if the parties had signed the same instrument.

3. Effect of Amendment. Except as stated herein, the Settlement Agreement shall remain unmodified and in full force and effect. In the event of any conflict between the terms contained in this Second Amendment and the Settlement Agreement, the terms contained herein

shall supersede and control the obligations and liabilities of the parties. Any reference to the "Agreement" herein or in the Settlement Agreement shall hereafter be deemed to refer to the Settlement Agreement, as amended by this Second Amendment and the First Amendment.

4. Authority. The individual or individuals signing this Second Amendment have the power, authority and legal capacity to sign this Agreement on behalf of and to bind all individuals, entities, corporations, partnerships, limited liability companies, or other organizations and entities on whose behalf such individuals or individuals have signed.

5. Signatures. A facsimile signature on this Second Amendment shall be equivalent to, and have the same force and effect as, an original signature.

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WHEREFORE, INTENDING TO BE BOUND, THE PARTIES, INDIVIDUALLY OR BY THEIR FULLY AUTHORIZED AGENTS AND UNDERSIGNED COUNSEL, HAVE SET THEIR HANDS AND SEALS AND EXECUTED THIS AGREEMENT AND RELEASE, EFFECTIVE THE LAST DAY SIGNED BY ALL PARTIES HERETO:

Dated: 2/3, 2026

PLAINTIFF RUSSELL G. BINDER

Russell G. Binder

Dated: _____, 2026

PLAINTIFF JAMES SMITH, as Co-Administrator of the Estate of Donald F. Smith

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James Smith

Dated: _____, 2026

PLAINTIFF JOHN SMITH, as Co-Administrator of the Estate of Donald F. Smith

John Smith

Dated: 8/10/2026, 2026

DEFENDANT CIOX HEALTH, LLC

DocuSigned by:
Kathryn Stalmack
5619F9EA7D8D4A4...

By: Kathryn Stalmack
Its: Chief Legal Officer & Chief Compliance Officer

AGREED AS TO FORM:

Dated: 8/19/2026, 2026

Attorney for Plaintiffs:
ROMANO LAW OFFICE, LC

By: David J. Romano
David J. Romano

Dated: _____, 2026

Attorney for Plaintiffs:
GOODARD LAW

By: _____
David E. Goddard

Dated: _____, 2026

Attorney for Plaintiffs:
BORDAS & BORDAS

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By: _____
Richard A. Monahan

Dated: _____, 2026

Attorney for CIOX Health, LLC:
DINSMORE & SHOHL LLP

By: _____
Javier F. Flores

Dated: _____, 2026

Attorney for CIOX Health, LLC:
STEPTOE & JOHNSON PLLC

By: _____
Russell D. Jessee

DJC

shall supersede and control the obligations and liabilities of the parties. Any reference to the "Agreement" herein or in the Settlement Agreement shall hereafter be deemed to refer to the Settlement Agreement, as amended by this Second Amendment and the First Amendment.

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Dated: _____, 2026

PLAINTIFF RUSSELL G. BINDER

_____

Russell G. Binder

Dated: 7-10, 2026

PLAINTIFF JAMES SMITH, as Co-Administrator of the Estate of Donald F. Smith

James Smith

Dated: _____, 2026

PLAINTIFF JOHN SMITH, as Co-Administrator of the Estate of Donald F. Smith

_____

John Smith

Dated: _____, 2026

DEFENDANT CIOX HEALTH, LLC

By: _____

Its: _____

AGREED AS TO FORM:

Dated: _____, 2026

Attorney for Plaintiffs:
ROMANO LAW OFFICE, LC

By: _____
David J. Romano

Dated: _____, 2026

Attorney for Plaintiffs:
GOODARD LAW

By: _____
David E. Goddard

James Smith

Dated: Aug. 12, 2026

PLAINTIFF JOHN SMITH, as Co-Administrator of the Estate of Donald E. Smith

John Smith

Dated: _____, 2026

DEFENDANT CIOX HEALTH, LLC

By: _____

Its: _____

AGREED AS TO FORM:

Dated: _____, 2026

Attorney for Plaintiffs:
ROMANO LAW OFFICE, LC

By: _____
David J. Romano

Dated: _____, 2026

Attorney for Plaintiffs:
GOODARD LAW

By: _____
David E. Goddard