

CURIS FUNCTIONAL HEALTH, LLC
PROFIT SHARING BONUS PLAN

1. Establishment and Purpose

CURIS FUNCTIONAL HEALTH, LLC, a Texas limited liability company (the “Company”), hereby establishes the CURIS FUNCTIONAL HEALTH, LLC PROFIT SHARING BONUS PLAN (the “Plan”). The purpose of the Plan is to promote the profitability and success of the Company by providing certain key employees of the Company and its subsidiaries with incentives to contribute to the growth and financial success of the Company.

2. Definitions

Any terms used herein but not defined shall have the meaning set forth in the Company Agreement. Under this Plan, except where the context otherwise indicates, the following definitions apply:

- (a) “Administrator” has the meaning set forth in Section 3(a) below.
- (b) “Affiliate” has the meaning set forth in the Company Agreement.
- (c) “Award” means an award of Profits Sharing Units in the Company.

(d) “Cause” shall have the meaning set forth in the Participant’s employment agreement with the Company or its subsidiaries, or if the Participant does not have an employment agreement or if such term is not defined therein, shall have the meaning set forth in the Participant’s Grant Agreement, or if the Participant does not have an employment agreement or if such term is not defined therein nor in the Participant’s Grant Agreement, then “Cause” shall mean termination by the Participant’s employer due to: (i) Participant’s willful violation of any material written policy of the Company or its subsidiaries; (ii) Participant’s failure to obey the lawful and reasonable orders of the Company or its subsidiaries or Participant’s willful and repeated refusal to perform Participant’s material duties under the Grant Agreement or any other agreement between the Participant and the Company or its subsidiaries; (iii) Participant’s gross negligence in the performance of, or willful disregard of, Participant’s obligations to the Company or its subsidiaries; (iv) the breach of any of Participant’s material obligations under the Grant Agreement or any other material agreement entered into with the Company or its subsidiaries; (v) the commission of an act by Participant constituting financial dishonesty or theft, fraud or embezzlement against the Company or its subsidiaries; (vi) Participant’s conviction of or entering a plea of guilty or nolo contendere to, a crime constituting a felony, to the extent such termination is permitted by applicable law; or (vii) the commission of any act of dishonesty or moral turpitude by Participant which is, or is reasonably likely to be, detrimental to the Company or its subsidiaries.

(e) “Company Agreement” means the Limited Liability Company Operating Agreement of Curis Functional Health, LLC, as amended, supplemented or otherwise modified from time to time.

(f) “Effective Date” means the date set forth in Section 8(g) below.

(g) “Grant Agreement” means a written document memorializing the Award granted to the Participant pursuant to the Plan.

(h) “Manager” has the meaning set forth in the Company Agreement.

(i) “Member” has the meaning set forth in the Company Agreement.

(j) “Participant” means an individual granted an Award under the Plan.

(k) “Person” has the meaning set forth in the Company Agreement.

(l) “Performance Period” means the Company’s fiscal year or a different period selected by the Managers for the payment of bonuses under this Plan.

(m) “Profit Share Pool” means the amount established by the Managers for distribution to Participants for a Performance Period.

(n) “Profit Share Pool Allocation” means a percentage of the Profit Share Pool allocated to each Participant which shall be computed by the Administrator for each Performance Period by dividing the Participant’s Profit Sharing Units by the total number of Profit Sharing Units awarded to all Participants as of the end of the applicable Performance Period.

(o) “Profit Sharing Unit” means a unit of relative participation in the Plan which is used by the Administrator to allocate the Profit Share Pool among the Participants.

(p) “Transfer” has the meaning set forth in the Company Agreement.

3. Administration

(a) Administration of the Plan. The Plan shall be administered by the Managers or a committee designated by the Managers to administer the Plan (the “Administrator”).

(b) Powers of the Administrator.

(i) The Administrator shall have all of the powers vested in it by the terms of the Plan, such powers to include the authority, in its sole and absolute discretion, to grant Awards under the Plan and prescribe Grant Agreements evidencing such Awards.

(ii) The Administrator shall have full power and authority to take all other actions necessary to carry out the purpose and intent of the Plan, including, but not limited to, the authority to: (A) determine the eligible Persons to whom, and the time or times at which, Awards shall be granted; (B) determine the number of Profit Sharing Units to be covered by each Award;

(C) impose such terms, limitations, restrictions and conditions upon any such Award as the Administrator shall deem appropriate, including, but not limited to, those relating to the vesting of Awards, if any; and (D) modify or amend outstanding Awards; provided, that, no modification or amendment of any outstanding Award shall materially adversely affect a Participant's rights under the Award without the Participant's prior written consent.

(iii) The Administrator shall have full power and authority, in its sole and absolute discretion, to administer, construe and interpret the Plan, Grant Agreements and all other documents relevant to the Plan and Awards issued thereunder, to establish, amend, rescind and interpret such rules, regulations, agreements, guidelines and instruments for the administration of the Plan and for the conduct of its business as the Administrator deems necessary or advisable, and to correct any defect, supply any omission or reconcile any inconsistency in the Plan or in any Award in the manner and to the extent the Administrator shall deem it desirable to carry it into effect.

(c) Non-Uniform Determinations. The Administrator's determinations under the Plan (including, without limitation, determinations of the Persons to receive Awards, the form, amount and timing of such Awards, the terms and provisions of such Awards and the Grant Agreements evidencing such Awards) need not be uniform and may be made by the Administrator selectively among Persons who receive, or are eligible to receive, Awards under the Plan, whether or not such Persons are similarly situated.

(d) Limited Liability. To the maximum extent permitted by law, the Administrator (including each Manager) shall not be liable for any action taken or decision made in good faith relating to the Plan or any Award thereunder.

(e) Indemnification. To the maximum extent permitted by law and under the Company Agreement, the Administrator (including each Manager) shall be indemnified by the Company in respect of all their activities under the Plan.

(f) Effect of Administrator's Decision. All actions taken and decisions and determinations made by the Administrator on all matters relating to the Plan pursuant to the powers vested in it hereunder shall be in the Administrator's sole and absolute discretion and shall be conclusive and binding on all parties concerned, including the Company, its Members, any Participants, and their respective successors in interest.

4. Profit Share Provisions.

(a) Calculation. As soon as reasonably practicable after the end of a Performance Period the Committee will determine: (i) the size of the Profit Share Pool for the Performance Period; (ii) the Participants' Profit Share Pool Allocations for the Performance Period; and each Participant's Profit Share, by multiplying the Profit Share Pool by the Participant's final Profit Share Pool Allocation for the Performance Period.

(b) Payment of Profit Shares. No Profit Share payments will be effective unless they are approved by the Managers. Profit Shares under the Plan shall be paid to the Participants in cash in a single lump sum within two and one-half months following the end of the Company's fiscal year in which the Performance Period ends.

(c) Termination of Employment. In the event a Participant's employment with the Company terminates for any reason before payment of a Profit Share for a Performance Period, the Participant shall have no further rights under the Plan and shall not be entitled to payment of any Profit Share under the Plan, except a Participant will not forfeit rights under the Plan if the early termination was due to death, disability or retirement. For these purposes "disability" means the Participant is either: (i) Unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months; or (ii) by reason of any medically determinable physical or mental impairment, which can be expected to result in death or can be expected to last for a continuous period of not less than twelve (12) months, receiving income replacement benefits for a period of not less than three (3) months under an accident or health plan covering employees of the Company. In addition, "retirement" means a termination of employment on or after age 65.

5. Participation

Participation in the Plan shall be open to all employees, independent contractors or other service providers of the Company or an Affiliate of the Company, as may be selected by the Administrator from time to time. The Administrator may also grant Awards to prospective employees of the Company in connection with their hiring, retention or otherwise prior to the date such prospective Employee first performs services for the Company or an Affiliate of the Company.

6. Maximum Number of Units

Subject to adjustment as provided in Section 8(a) below, the maximum number of Profit Sharing Units that may be granted under the Plan shall be Thirty Million (30,000,000).

7. Awards

The Administrator, in its sole discretion, establishes the terms of all Awards granted under the Plan, including without limitation the vesting conditions of each Award. As of the effective date of an Award, a Participant shall become a holder of Profit Sharing Units subject to such Award. All Awards are subject to the terms and conditions provided in the Plan, the Grant Agreement and the Company Agreement. Except as otherwise provided in a Grant Agreement, any unvested Profit Sharing Units shall automatically be forfeited upon a Participant's termination of service.

8. Miscellaneous

(a) Termination, Amendment and Modification of the Plan. The Administrator may terminate, amend or modify the Plan or any outstanding Awards thereunder at any time.

(b) Non-Guarantee of Employment or Service. Nothing in the Plan or a Grant Agreement shall confer any right on a Participant to continue in the service of the Company or any of its Affiliates or interfere in any way with the right of the Company or any such Affiliate to terminate such service at any time with or without cause or notice and whether or

not such termination results in: (i) the failure of any Award to vest; (ii) the forfeiture of any unvested portion of any Award; or (iii) any other adverse effect on a Employee's interests under the Plan.

(c) Compliance with Securities Laws. If at any time the Administrator determines that the delivery of a Profit Sharing Unit under the Plan is or may be unlawful under the laws of any applicable jurisdiction, or federal, state or foreign securities laws, the right to receive Profit Sharing Units or a payment pursuant to an Award shall be suspended until the Administrator determines that such delivery or payment is lawful. The Company shall have no obligation to effect any registration or qualification of the Profit Sharing Units under federal, state or foreign laws.

(d) Tax Withholding. The Company is authorized to withhold from any Profit Share granted or any payment due under the Plan all applicable federal, state and local income, employment and other taxes due with respect to a Profit Share. The Company shall also have the right to withhold from other compensation or amounts payable to the Participant the taxes required by law, or to otherwise require the Participant to pay such withholding taxes.

(e) No Trust or Fund Created. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company and a Participant or any other Person.

(f) Governing Law. The validity, construction and effect of the Plan, a Grant Agreement entered into pursuant to the Plan, and any rules, regulations, determinations or decisions made by the Administrator relating to the Plan or such Grant Agreement, and the rights any and all Persons having or claiming to have any interest therein or thereunder, shall be determined exclusively in accordance with applicable federal laws and the laws of the State of Texas, without regard to its conflict of laws principles.

(g) Unfunded Status. Each Profit Share payable under the Plan shall be paid solely from the general assets of the Company. The Plan is intended to constitute an "unfunded" plan for incentive compensation, and nothing contained in the Plan shall give any such Participant any rights that are greater than those of a general unsecured creditor of the Company.

(h) Effective Date. The Plan became effective on January 1, 2019, the date designated when the Plan was adopted by the Managers.

(i) Inconsistencies. In the event of any inconsistencies between the Plan, a Grant Agreement and the Company Agreement, the Grant Agreement shall in all cases govern.

(j) Requirements of Law. The Plan and all Profit Shares under the Plan shall be subject to all applicable laws, rules and regulations, and to any required approvals by governmental agencies.

(k) Transfers. No Participant may Transfer any Profit Sharing Unit, in whole or in part, or any of its rights under this Plan, or a Grant Agreement.

(l) Further Assurances. The Administrator shall take such further actions as are reasonably deemed by it to be necessary or desirable in order to effectively carry out the intent and purpose of this Plan and the transactions and agreements contemplated hereby.

(m) Non-Waiver; Separability of Provisions. Each provision of this Plan shall be considered separable; and if, for any reason, any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Plan which are valid.

(n) Successors and Assigns. Subject to the restrictions on Transfer set forth herein, this Plan shall be binding upon and shall inure to the benefit of the Company and the Participants and their respective successors and permitted assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this Curis Functional Health Profit Sharing Bonus Plan to be executed as of the 1st day of January 2019.

CURIS FUNCTIONAL HEALTH, LLC

By: _____
ANDRE ANGEL, sole Manager